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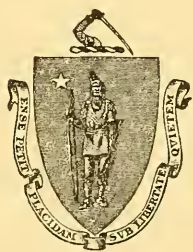
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ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION.

FOR THE YEAR ENDING DECEMBER 31, 1908.



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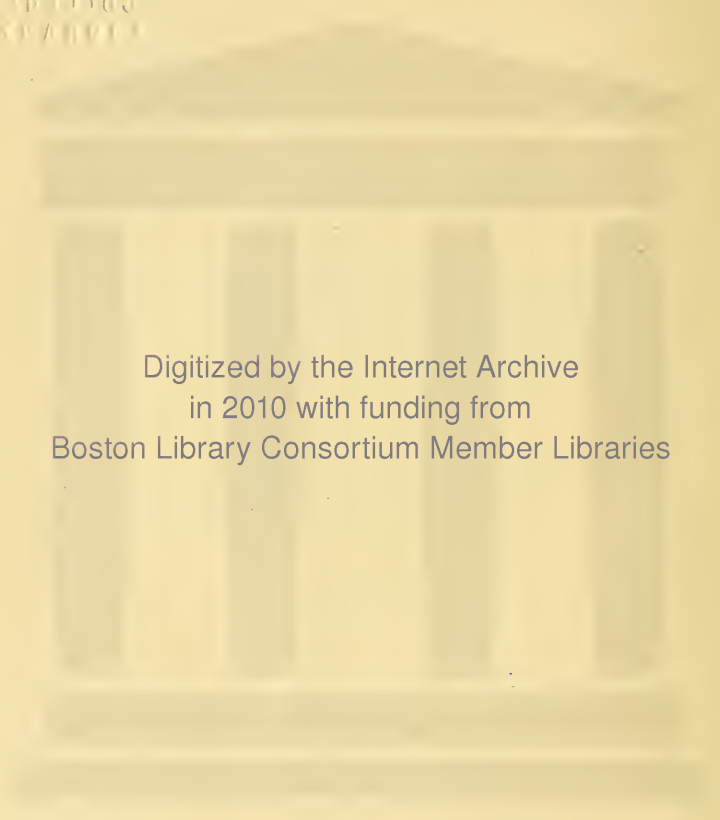
THE STATE BOARD OF PUBLICATION.

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Room 128, State House, Boston.

ANNUAL REPORT OF THE
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CONTENTS.

	PAGE
Introduction, ...	7
Reports of Cases, ...	17
Massachusetts Law, ...	117
Index, ...	125

TWENTY-THIRD ANNUAL REPORT.

To the Senate and House of Representatives in General Court Assembled.

The labors of this Board during the year just passed present the greatest number of arbitrations thus far made, and confirm the belief that, given opportunity, the industrial world prefers to adjust its differences by the results of careful inquiry rather than by the doubtful outcome of hostile activity.

When parties in constantly increasing numbers resort of their own will to arbitration as administered in the name of the State, it is evident that the disposition to do so has been fostered by the spirit of existing laws. While the year has had its own problems and tasks, it has also been crowded with the effects of persistent effort operating through longer spans of time. In former years the reconciliation of opposing forces suggested that friendship might be maintained through permanent agreements to adjust mutually or by arbitration such disputes as might thereafter arise. As a result, strikes have diminished in number and importance in quarters where grave disturbances of industry were frequent. Energies once enlisted for strategy and collision sought to establish harmonious relations by means of private adjustments, and when these failed, the trade agreement and public opinion secured the submission of controversies to the judgment of disinterested minds.

In the middle ground between agreement and strife, arbitration approaches one or the other according to the disposition of those who resort to it. In proposing and accepting it, they profess their friendship; in signing the articles to be passed upon and in the implied promise to abide by the result, they elevate to the high plane of good citizenship matters which on lower ground would impede the progress of the community. When such a spirit is sincerely maintained, the outcome is sure to be satisfactory or at least tolerable. The Board attests that such is the disposition in most cases. On the other hand, when a party to an application for arbitration ignores its intent and indulges a spirit of contention, the value of the award is thereby depreciated. When there appears to be a tendency to such a behavior, the Board does not fail to remind the parties that it is better to end the controversy by direct agreement than to persist in it before any tribunal.

If, again, it should appear that the parties have neglected such negotiations as might lead to an agreement, and have sought arbitration through the sheer force of a habit that is in itself commendable, they are given suggestion of the way to eliminate some or all of the disputed matters in a further friendly conference. In some cases the parties are advised to await the decision of a similar controversy then pending. Thus some appeals for arbitration are happily and informally terminated, while those which are determined by the Board are invariably accepted for the period specified in the statute, and often longer by mutual consent.

The statute which established this Board provides that any

controversy contemplated therein may be jointly referred to a board of conciliation and arbitration in the place of the controversy, or, if preferred, to a board of three arbitrators composed by the parties selecting one each and these selecting a third who shall be chairman. Relative to the matters submitted, a local board has exclusive jurisdiction and all the powers of the State Board. It is entitled to the advice and assistance of the State Board and compensation from the city or town of the controversy. The State Board suggests local arbitration on occasion; but for practical reasons the parties seldom submit disputes to such tribunals: permanent local boards do not exist, and there is nearly always some apprehension that boards brought into existence at a time of industrial trouble are not sufficiently independent of the passions of the hour. During 1908 there were instances of satisfactory settlements effected by local boards; but if any decisions were rendered, no copies have been filed with this Board, as required by law.

The following extract, from a letter published in Lynn at the time of the sympathetic strike of the shoe operatives (reported on page 78), quotes part of a trade agreement, and expresses the sentiments of many employers and workmen of that city: —

It is hereby agreed between the firm of A. E. Little & Co. and the undersigned Ideal lasting machine operators, now or hereafter, for the term of three years from date of this agreement in the employ of said firm, that any differences which may arise in the future during the said term of three years from any cause whatever, between the firm of A. E. Little & Co. and the Ideal lasting machine operators in their employ, or any of them, which cannot be mutually adjusted between the parties to this agreement, shall be referred to the State

Board of Conciliation and Arbitration for decision, and their decision shall be binding upon all parties to this agreement.

It is further agreed that pending the discussion and decision of any or all differences or disputes between the parties to this agreement, there shall be no lockouts, strikes, stoppage or cessation of work by the employer or employees on account of such differences.

It is further agreed that the following schedule of prices shall remain in force during said term of three years, unless changed by mutual consent of both parties to this agreement.

.

Under this agreement some of the lasters and pullers-over in our factory have, during the last three years, earned an average of over \$1,000 each year.

Without offering any criticism regarding the recent strike, this agreement is called to your attention in order to emphasize the fact that practical experience has proved that agreements like this, made without backing or forfeiture of any kind, are easier to break than to make. Consequently, for the best interests of Lynn, and in order, if possible, to restore industrial peace at the present time and to insure it for a period of years, we desire to offer the following suggestion:—

That all the shoeworkers' unions now existing in Lynn be recommended to consider affiliation and amalgamation into one strong union.

The representatives of this one union, when formed and properly organized, could meet with the manufacturers' association and make agreements as to prices, etc., for stated periods, with the understanding that all differences arising, which could not be settled between the representatives of the union and the manufacturers' association, should be left to a selected board of arbitration, the decision of the arbitration board to be final and obligatory on both parties. This plan would do away with all strikes and lockouts in the future.

It is unquestionably right and proper for all workingmen to participate in and be associated with unions, and, properly managed, such unions can be made most helpful and beneficial to their members. With one strong union, well governed, the best interests of all shoe workers would be assured, and such a union, as a single body, would have far more strength than when split into different organizations, and be mutually helpful to both manufacturers and workmen.

This seems to be the proper time to clean the slate and start in

new. If this suggestion meets with approval, let us commence action at once, looking forward to the consummation of an agreement which will be of great benefit to all concerned, and prevent for many years a condition as dangerous to the best interests and welfare of Lynn as the one we have just experienced.

The Lynn strike was settled through the co-operation of the mayor, the State Board and civic committees acting as intermediaries between the parties. Subsequently, as suggested, conferences began with a view to establish and maintain reciprocal benefits on a footing of a mutual equality of rights. It is evident that the industry of such a community as Lynn depends upon facilities for friendly intercourse between employer and employee. Increased facilities for mutual recognitions not strictly required by law may properly be sought for and good results secured by regulative associations on both sides adopting rules of comity. On the other hand, combination for the avowed purpose of conflict is worse than useless and more injurious than non-organization.

During the spring and summer, controversies between W. L. Douglas Shoe Company and its employees at Brockton were submitted to this Board, as provided by contract. The matters in dispute involved factory conditions, prices and interpretation of contract. (See pages 35, 66, 80.) The parties conformed to the awards and to the provisions of the law; but the contract expired at the beginning of November, and has not been renewed; and certain other questions then pending before the Board have lapsed into oblivion without being formally withdrawn. Despite the severing of contractual relations, there was no actual strike; on the contrary, a new controversy was recently referred to the arbitration of

the Board and settled through means of its advice. A statement of the matter will appear in the next annual report.

The refusal of the officers of the Boot and Shoe Workers' Union to renew the contract with W. L. Douglas Shoe Company produced a controversy the arbitration of which is not contemplated in the law. The parties, hitherto among the foremost exponents of the trade agreement, preferred a "union shop" as distinguished both from an "open shop" unfriendly to organized labor and from the "free shop" which does not discriminate; but they failed to agree on terms which would render the factories immune from labor troubles. The company thereupon appealed to the Executive Council of the American Federation of Labor, and has continued ever since to employ none but union shoe workers. While the appeal is still pending, difficulties appear to threaten the business, and the employer, impelled by necessity, as alleged, has established factories in other cities of the Commonwealth for a large portion of the product and in other States for some of the lower grades of shoes.

A proper regard for the interests of the corporation whose facilities have been thus tried, and for the welfare of the workmen and workwomen whose opportunities for employment have been curtailed, requires that such occasions of dissatisfaction as arise in the course of debate and minor offence of any kind should be ignored. The controversy bespeaks the attention of all concerned in the welfare of Brockton. A civic committee is endeavoring to ascertain what, if anything, can be devised to bring back the work that has been lost and to protect the city's industry from further shrinkage. It is the opinion of the Board that industrial peace is retarded in this

instance by relatively small matters ; and that to set them aside would result in a renewal of the friendly and contractual relations which accomplished much benefit to the community during the past ten years, and contributed to the high repute of the parties.

Applications for the adjustment of 140 controversies were received during the year, and they, with 15 pending at the time of the twenty-second report, were considered. Mutual adjustments were made in 13 cases, and 20 are now pending. One hundred and thirteen decisions, set forth in the following pages, constitute the awards in the determination of 122 controversies. Brief statements also of some of the disputes in which the Board interposed as mediator may be found in the reports of cases.

REPORTS OF CASES.

REPORTS OF CASES.

BIGELOW CARPET COMPANY — LOWELL.

In the mills of the Bigelow Carpet Company at Lowell the uneasiness of the operatives in various departments resulted in the strikes of 1907, which were recounted in the report of this Board for that year. These manifestations of unrest became acute in the department of Brussels weaving. The difficulty was supposed to be at an end when an agreement was reached, the terms of which were not made public at the time. The Brussels weavers' union had placed printed copies of the agreement in the hands of all its members. After four months a dispute arose concerning the interpretation of the agreement. Several conferences were held between the general officers of the Textile Workers' Union of America and the agent of the mills. On November 7, claiming that peaceful efforts had been exhausted, and that the action of the mill agent must be resisted if the agreement were to have any value, the Brussels weavers resolved to strike on the following day. That evening 240 Brussels and Wilton weavers, 18 of whom were women, left work, resolved not to return until their demands were granted. One hundred and twenty creelers, as the weavers' assistants are called, were laid off in consequence, and 60 apprentices and others known as spare hands were reduced to half time.

The Brussels department afforded employment to more than 1,000 hands, and the mills to twice that number. The Board promptly endeavored to bring the parties into harmonious relations, and acted as intermediary. No conferences were held and no agreement reached. The mill ceased operations on November 21. Early in December it reopened, with the intention of running on short time. The strike, however, persisted, and attracted the attention of the general officers of the United Textile Workers of America.

The strike having spread to the spinners, and union help having been replaced by non-union, a strike in the other department of the mills, known as the Axminster and in-grain weaving department, arose for the reason that they had been required to handle material that had been manipulated by non-union employees. This brought the strike up to the maximum, and none of the union wage-earners formerly employed remained at work. Machinists, blacksmiths and firemen joined the strikers. The mills, however, continued to run with a very small number who felt that they could not afford to be idle.

Towards the end of January, 1908, there were some defections from the strikers' ranks. After twelve weeks it was found that there was suffering, and renewed efforts were made by the Board to compose the difficulty. The services of the general officers of the union and the officers of the Civic Federation were enlisted, and several interviews were had with the employer. There were conferences between officers of the mill and the strikers, but there was no agreement. Following is a statement by one of the general officers:—

In order to clear up some misunderstanding that has arisen relative to the progress of the negotiations that have been conducted by the officials of the United Textile Workers of America and the head of the Bigelow Carpet Company, and also to offset the statements that have been circulated that the firm had offered such and such conditions in order to bring this strike to an end, all of which had been turned down by the above-named officials, we desire to present the following facts through the medium of your valuable paper.

After the national officers had entered into the situation, several conferences were held with Mr. C. F. Fairbanks, Sr., in Boston, and finally two propositions were submitted, one by the firm, the other by the officers of the United Textile Workers. We will leave the public to judge as to the fairness of the two propositions. In addition to the proposition submitted by the Bigelow Company, as herein given, a new price list was put into effect, which, when figured out, meant a reduction in wages all down the line, with but a very few exceptions, thus raising a comparatively new issue.

To meet this proposition, we proposed that the help return to work under the old scale of wages, and after two weeks' time a joint committee get together and draw up a new scale of wages to meet the new conditions. This the firm absolutely refused to consider. All we desire to say is, that we have tried to be absolutely fair, and to bring about a settlement of this unfortunate controversy, which would be no humiliation to either side.

The following propositions were submitted:—

BY THE EMPLOYER.

1. On condition that the strike is declared off, the company is willing—in place of individual applications—to receive a list of those of the Brussels and Wilton weavers who desire to return to work under the present price list of the company, this list of weavers to be given to the company within six days from the strike being declared off.

2. The company, as it increases the number of looms running, will endeavor, so far as it is consistent with its interests, to give preference to the persons on this list, and will assign looms to those returning to work as it may deem best.

3. Those persons now in the company's employ will be retained, and are to receive fair treatment from those returning to work.

The company has also adopted, as part of its rules and regulations, the following:—

Any employee having a grievance shall, in the first instance, make complaint to his or her overseer; and, failing to obtain redress, may make complaint to his or her superintendent; and, failing to obtain redress from the superintendent, may then submit the whole matter in writing to the agent.

BY THE STRIKERS.

1. On condition that the strike be declared off, the company agrees to receive a list of the Brussel weavers, also the Wilton weavers, who desire to return to work, the list of weavers to be furnished to the company within six days of the date when the strike is declared off.

2. It is agreed by the Brussel and Wilton weavers that the company shall be under no obligation to employ any of such weavers, as above named, who has not within six days of the date when the strike is declared off, signified the intention of returning to work by signing such list.

3. It is agreed that the Brussel and Wilton weavers be re-employed, and Wilton weavers be re-employed on their former looms, where vacancies now exist, and all vacancies that may hereafter arise shall be filled by the former weavers on such looms; any weaver failing to immediately accept such employment when notified shall forfeit any further claim.

4. Any weaver having a grievance shall immediately make complaint to the overseer. The company agrees to consider all complaints, and to remedy any grievance that may exist.

5. It is mutually agreed that the question of flush ends shall be eliminated by adopting the general policy of cutting cards, so that the changing of a few flush ends can be avoided.

From time to time through the summer months, whenever an apparent change in the relations of the parties or in the general prosperity of the country appeared, an effort was made to restore harmony. The efforts of private mediators were fruitless, as well. On Saturday, September 26, the weavers met and declared the strike off.

MERRIMACK WOOLEN MILLS — DRACUT.

In the middle of November, 1907, the Merrimack woolen mills at Dracut ceased operations. On Monday, December 16, the operatives assembled to resume work, when a strike of 80 weavers occurred, making it impracticable to operate the mill, and 300 people were for the time being deprived of employment. On the following day 40 of the striking weavers returned to work, and on the day after that renewed the strike.

The Board offered its services, for the purpose of adjusting the difficulty in a friendly manner, on December 18. It appeared that weavers of certain grades of goods were required to run two looms and, fearing that it would result in a cutdown of wages, refused the work. Several conferences were had between the strikers and the mill agent, but no agreement was reached. At the end of a fortnight some of the strikers returned, and the strike gradually dissolved. On February 23, 1908, a few of the strikers, who were out of work for the reason that their places had been taken by strangers, met and declared the strike off.

**R. H. LONG SHOE MANUFACTURING COMPANY —
FRAMINGHAM.**

On March 10 the following decision was rendered: —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between R. H. Long Shoe Manufacturing Company and employees in its factory at Framingham.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by R. H. Long Shoe Manufacturing Company to employees in its factory at Framingham for work as there performed:—

	Per Hour.
1. Welting, ...	\$0 40
2. Sole-stitching, ...	36
3. Heeling (National machine), ...	36

By agreement of the parties, items No. 2 and No. 3 shall take effect as of date of October 1, 1907; item No. 1 shall take effect from this date.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

R. H. LONG MANUFACTURING COMPANY, FRAMINGHAM SHOE COMPANY — FRAMINGHAM.

On February 20 Francis Clarke, representing employees, gave formal notice that the R. H. Long Manufacturing Company of Framingham had not complied with the award of November 29, 1907, which was to take effect from the fifth day of the preceding August, by agreement. The notice alleged that some of the workmen in interest had not received back pay at the rates awarded, as agreed. The Board advised the parties to confer on the question, with a view to a settlement. A conference was held, but no agreement was reached.

On March 10 and 24 the employees renewed the complaint. The employer informed the Board that some of the men affected by the decision of November 29 had been paid in excess of the balance of back pay claimed for all; a writ-

ten statement to that effect was filed with the Board. The workpeople again invoked the Board's services as mediator, and the parties were brought into conference on April 27. The workmen's agent claimed back pay for certain employees from August 5, 1907; the employer's agent expressed a willingness to do as requested, if the union to which they belonged would refund the excess of payments on account of sidelasting and pulling. The workmen's agent claimed an oral agreement with Mr. Long that sidelasters and pullers were to be paid fixed prices by the piece, and not on account until hour prices were fixed by this Board, or until such time as they were given work at hour prices; that these workmen were so paid for a time following the award of hour prices, and by reason of the agreement were exempt from refunding any part of the payments. The employer denied that he had made such an agreement. The conference terminated in an agreement in the presence of the Board that the decision should take effect from the day of its rendition, instead of August 5, and that both parties should abandon all claims for moneys due by reason of work performed or excessive payments; and the agreement was committed to writing. The employer's agent, however, would not sign, and said that he had conditioned his assent upon a possible settlement of the whole difficulty. It appeared that the employees had asserted and the employer wished to deny that since the date of the decision the company failed to pay the rates awarded. The parties adjourned the conference with the understanding that on the next day following they were to join in an application for the judgment of the State Board upon this contention.

On the following day the Board continued its mediation, but failed to induce the parties to agree upon the issue to be submitted to arbitration. While making further efforts to reconcile the parties, it was learned that the R. H. Long Shoe Manufacturing Company, so called, had become a distributor of the product of the Framingham Shoe Company, and had no longer any relations with the employees in interest; that the Framingham Shoe Company had succeeded to the manufacturing business of the employer interested in the decision on November 29, 1907, without being bound by any of his agreements. The employees were unable to suggest any thing further to do in the matter, and the Board withdrew. The controversy was never settled. At the factory the relations of employer and wage-earner have remained unchanged.

LEWIS A. CROSSETT, INC. — ABINGTON.

On March 10 the following decisions were rendered: —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and inner-seam-trimmers in Factory No. 3.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Lewis A. Crossett, Inc., for innerseam-trimming in Factory No. 3 at Abington.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and Goodyear stitchers in Factory No. 3.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Lewis A. Crossett, Inc., for Goodyear stitching in Factory No. 3 at Abington.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On March 18 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Side-lining or doubling vamps, ...	\$0 05
Stitching toe butts, ...	04
Folding tips, including cementing, ...	03½
Pasting boxes to tips, ...	04
Seaming tops to linings, ...	12
Undertrimming Oxfords, held on, ...	24
Turning tops without cementing, ...	11
Stitching Varsity lace stay, 2-needle machine, ...	22
Stitching Varsity lace stay, Oxfords, 2-needle machine, ...	20

	Per 24 Pairs.
Stitching Varsity foxings, 2-needle machine, ...	\$0 24
Stitching 2 rows imitation panels, on Yale Blucher, 2-needle machine, ...	25

By the Board,
BERNARD F. SUPPLE, *Secretary*.

T. D. BARRY & CO. — BROCKTON.

On March 18 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co., shoe manufacturers of Brockton, and employees in the finishing department of their Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said department of Factory No. 2 at Brockton for work as there performed:—

	Per 24 Pairs.
Scouring bottoms, pinwheel and Naumkeag attached, ...	\$0 12
Scouring top-pieces, ...	05

By the Board,
BERNARD F. SUPPLE, *Secretary*.

CONDON BROTHERS & CO. — BROCKTON.

On March 18 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Condon Brothers & Co., shoe manufacturers of Brockton, and employees in their finishing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Condon Brothers & Co. to employees in said department at Brockton for work as there performed:—

		Per 24 Pairs.
Scouring heels, 3 papers, wetting once, ...	}	
Blacking heels, ...		
Waxing, padding, brushing and heelkeying, Expedite machine, ...		\$0 25
Scouring bottoms, pinwheel and Naumkeag attached, ...	}	
Scouring top-pieces, ...		17

By agreement of the parties the item as to the Expedite machine shall take effect as of date of July 29, 1907; the item as to the Naumkeag attachment shall take effect as of date of August 31, 1907.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

J. M. O'DONNELL & CO. — BROCKTON.

On March 18 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between J. M. O'Donnell & Co., shoe manufacturers of Brockton, and employees in their finishing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. M. O'Donnell & Co. to employees in said department at Brockton for work as there performed:—

		Per 24 Pairs.
Scouring bottoms, pinwheel and Naumkeag attached, ...		\$0 13
Scouring top-pieces, ...		05

By the Board,

BERNARD F. SUPPLE, *Secretary*.

C. S. MARSHALL & CO. — BROCKTON.

On March 18 the following decision was rendered:—

In the matter of the joint applications for arbitration to the State Board of Conciliation and Arbitration of controversies existing between C. S. Marshall & Co., shoe manufacturers, and employees in their Goodyear welting department at Brockton.

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by C. S. Marshall & Co. to employees in said department at Brockton for work as there performed:—

Goodyear welting, \$0.19 per 12 pairs; samples and single pairs, price and one-half.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On March 18 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Howard & Foster Company, shoe manufacturer of Brockton, and employees.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Howard & Foster Company to its employees at Brockton for work as there performed:—

	Per 12 Pairs.
Trimming inseams, ...	\$0 05½
Pulling side tacks after welter, ...	02½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On March 18 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the stitching department of Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., to employees in said department of Factory No. 1 for work as there performed.

	Per 12 Pairs.
New backstay, ...	\$0 08
Short backstay, ...	06
T backstay, ...	07½
Oxford or Blucher Oxford stay, ...	06
Invisible stay, ...	04
Stay as per sample submitted to the Board (to be used in place of T backstay), ...	07

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On March 24, a joint application, requesting the Board to fix a price for cutting lifting by the day, was received. Both parties requested expert investigation, but delayed the nominations of expert assistants to the Board until September 14, when the application was filed. The Board gave a hearing, but before proceeding to appoint experts the parties announced that they had arrived at a satisfactory agreement.

CONDON BROTHERS & CO. — BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Condon Brothers & Co., shoe manufacturers of Brockton, and employees in their stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Condon Brothers & Co. to employees in said department at Brockton for work as there performed:—

	Per Day.
Doubling vamps (pan system), ...	\$1 37½
All-round table work, ...	1 25
Snipping, cementing and hand-folding bal. fronts, Blucher fronts or Blucher Oxfords, no change.	
Turning bals., no change.	

By the Board,
BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice, relative to “all-round table work,” was received from the firm, but nothing further was heard of the matter.

E. E. TAYLOR COMPANY — BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Stitching tips, Union Special machine, ...	\$0 07
Cementing and hand-folding:—	
Bluchers (including patents), ...	15
Blucher Oxfords (including patents), ...	14
Button boots all around, ...	15
Round-top bals., ...	12

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice was received from the employees relative to cementing and hand-folding. A controversy as to Bluchers was subsequently submitted to the Board and decided.

LORING Q. WHITE COMPANY — BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Loring Q. White Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Loring Q. White Company for seaming vamps, one or two seams.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

T. D. BARRY & CO. — BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co., shoe manufacturers of Brockton, and employees in the stitching department of their Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said department of Factory No. 1 at Brockton for work as there performed.

	Per 24 Pairs.
Doubling vamps, ...	\$0 05
Doubling foxings, ...	06
Doubling tops, ...	06

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BROCKTON CO-OPERATIVE BOOT AND SHOE COMPANY — BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Brockton Co-operative Boot and Shoe Company and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Brockton Co-operative Boot and Shoe Company to employees in said department at Brockton for work as there performed:—

Per 12 Pairs.

Laying tops to linings: —

Bals., ...	\$0 08
Bluchers, ...	08
Crimped button, ...	12

Folding, snipping and cementing: —

Blucher Oxfords, ...	09
Square Oxfords, ...	06
Regular Bluchers, ...	10

Doubling and side-lining vamps, and putting stays on vamps,
per week, \$10.

Marking eyelet rows, side-lining and doubling vamps and
making labels, per week, \$9.

By the Board,

BERNARD F. SUPPLE, *Secretary*.**GEORGE E. KEITH COMPANY — BROCKTON.**

On March 25 the following decisions were rendered: —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George E. Keith Company, shoe manufacturer of Brockton, and employees in the vamping department of its Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company to employees in said department of Factory No. 1 at Brockton for work as there performed (exclusive of the \$5 shoes): —

Per 12 Pairs.

Vamping: —

Whole-vamp Oxfords, new pattern (No. 21 and No. 31), 1-needle machine, ...	\$0 35
Whole-vamp Oxfords, new pattern (No. 21 and No. 31), 2-needle machine, ...	28½
Button Blucher Oxfords, new pattern, 1-needle machine, .	28½
Bluchers, 2-needle machine (with bar), ...	21

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George E. Keith Company, shoe manufacturer of Brockton, and employees in the vamping departments of its Factories Nos. 3, 7 and 2 (except Grade 6).

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company to employees in said factories at Brockton for work as there performed:—

Vamping:—

Per 12 Pairs.

Whole-vamp Oxfords, new pattern (No. 21 and No. 31),	
1-needle machine, ...	\$0 33
Whole-vamp Oxfords, new pattern (No. 21 and No. 31),	
2-needle machine, ...	28½
Button Blucher Oxfords, new pattern, 1-needle machine, .	28½
Bluchers, 2-needle machine (without bar), ...	18

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—An application for a ruling on the foregoing awards was received and filed on April 16. On April 28 the following letter was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, April 28, 1908.

GEORGE E. KEITH COMPANY and Mr. W. M. STEELE, *Brockton, Mass.*

GENTLEMEN:—The Board has considered your letter of April 15, as to the awards of March 25 for vamping button Blucher Oxfords in the factories of George E. Keith Company. Under the terms of the applications for arbitration filed with the Board, the questions submitted were as to fair prices for the work therein described. The Board fixed the prices, and, since no question of change of method or of system was embodied in the applications, the decisions take effect from their date.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

On May 5 a 60-day notice was received from the employees concerning two other items of the decisions (vamping Bluchers with bar and without bar). These items were subsequently submitted in two applications and decisions rendered.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company and stitchers in its Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by W. L. Douglas Shoe Company to employees in Factory No. 2 at Brockton for work as there performed:—

Barring and staying Congress back seams, \$0.10 per 12 pairs.

By agreement of the parties, this decision shall take effect from the date of introduction of new method.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On March 26 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and its employees.

This application is brought to the Board in pursuance of a contract between the parties. Section 11 of said contract is as follows:—

Both said parties agree to adjust in an honest and equitable manner all grievances of whatever nature and all matters of dispute in reference to wages or any other subject, including the true construction of this agreement, that may arise between them, and in case of failure to mutually adjust any dispute or grievance, the party of the first part and the members of the department or departments where such dispute or grievance shall arise, shall join, in the manner provided by statute, in an application to the Massachusetts State Board of Arbitration for a decision on the matters or matter in dispute, and the decision of said Board shall be binding upon the party of the first part, the party of the second part, the local unions and employees.

A further provision, to be construed as an amendment to section 11, was agreed to on October 26, 1905, as follows:—

It is agreed that section 11 of the within contract shall be construed to mean that the employer has a right, at any time, to change its system or to introduce new methods in the manufacture of its product, but in such cases notice of the change is to be given at once to the local union or unions affected, and the price, when made, either by mutual agreement or by arbitration, shall date from the time of making the change. There shall be no interruption of work on account of, or interference with, such changes while prices are being fixed.

The employer transferred the manufacture of a certain grade of shoe from Factory No. 1 to Factory No. 2, where lower grades are made, and claims such transfer "is a change of system and method within the meaning of their arbitration contract, as only No. 2 grade work will be required." The employees contend that the transfer of work as made by the employer "is not a change of system or method within the meaning of the arbitration contract."

The question of temporary prices to be paid for the labor performed on the product so transferred is not before the Board for adjudication. It is included in section 11, as amended, in the following words: "Pending a decision, wages shall be paid on account, at the rate which the parties hereto agree upon to be just."

The parties submit to the Board the following question: "Is the W. L. Douglas Shoe Company within its rights, as defined in section 11 of their contract, as amended, in transferring No. 1 product to No. 2 Factory without paying the No. 1 price, until the same is settled mutually or by arbitration?"

Having considered said application and heard said parties by their

duly authorized representatives, the Board decides that the W. L. Douglas Shoe Company is within its rights, as defined in section 11 of its contract, as amended, in transferring the manufacture of what was formerly No. 1 product to the No. 2 Factory without paying the No. 1 price, until the same is settled mutually or by arbitration.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

APPLETON MILLS — LOWELL.

Beamers and drawing-in girls numbering 39 went out on strike on the 31st of March from the Appleton mills in Lowell, to resist a reduction in their wages. The Board called upon the management and made such suggestions as would tend to reconcile the parties. Conferences were thereupon held, resulting in a settlement, the terms of which were not to be made known.

COAL DEALERS ET AL. — BROCKTON.

On April 24 the following decision was rendered: —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between coal, hay, grain and ice dealers and members of the contractors' association at Brockton, represented by Frank P. Mills, and teamsters in their employ, represented by Harry K. Smith.

Nearly all the coal dealers of Brockton deal also in hay and grain; some of them distribute ice throughout the year; and others, known as contractors, employ vehicles in doing general work. The teamsters thus variously engaged were all, or nearly all, members of the International Brotherhood of Teamsters. While the employers and teamsters have sought to regulate their mutual relations by yearly agreements, the change from old to new has been ushered in by strikes on January 1 in 1907 and in 1908. The teamsters who struck on January 1, 1907, returned to work pending decision by a local

board. The wage rate established for that year was \$2.37½ for a day of 8 hours. The teamsters demanded \$2.50 a day for the next year, and, when the employers refused, went out on strike on the first day of last January and remained out until the 28th, when both parties agreed to submit to this Board so much of their controversy as related to wages, and to adjust other matters of difference mutually.

After five weeks the agents of the parties invoked the arbitration of this Board in a joint petition dated March 6, 1908. The petition sets forth an agreement as to the wages of such teamsters and their helpers as are engaged in selling and delivering ice. The wages which they submitted to the judgment of this Board, therefore, relate to the hauling of coal, hay and grain, and of such materials as contractors carry. The parties waived expert investigation in other localities, and at the hearing on March 31 it was urged as a reason that the conditions prevailing in Brockton were peculiar to that city.

Having considered said application and heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following wages per day of 8 hours be paid by said dealers and contractors to the teamsters in their employ at Brockton for work as there performed: —

Coal, hay and grain teamsters, ...	\$2 40
Contractors' teamsters, ...	2 25

By the joint request of the parties, the Board records here the following items of agreement relative to the minimum wages per week of men employed in the sale and delivery of ice: From May 1 to October 1: drivers, \$16, helpers, \$15; from October 1 to May 1: drivers, \$15, helpers, the same as coal drivers. It was also agreed that this decision shall take effect as of date of March 2, 1908.

The Board recommends to the parties that the performance of the remainder of their provisional agreement should not be delayed, and that they meet by authorized representatives to establish a more permanent understanding, to be evidenced by a written agreement.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**MEMBERS OF BOSTON STEAMSHIP CONFERENCE —
TRANSATLANTIC LINES — BOSTON.**

On April 28 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between members of the Boston Steamship Conference and steamship clerks in their employ.

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that the steamship clerks be paid at the rate of wages per hour set forth in the application for arbitration filed in this case, or such rate per hour as may hereafter be determined, for such time as they may be engaged in the service of the employer.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GRANITE CUTTERS — MILFORD.

The granite manufacturers' association early in the year notified the secretaries of the Milford unions that there would be a reduction in the pay of engineers, derrickmen and quarrymen after April 1, and an increase in working hours from 45 to 48 hours a week; engineers receiving \$18 a week were to be given the charge of boilers and required to report for work before the other employees; the week should be 48 hours and the compensation \$16. Other reductions of wages and increase of hours were mentioned, but the union would not accept.

On March 31 the agreement regulating the affairs of quarry owners and their workmen expired by limitation. A conference was held a few hours before the agreement ran out, with a view to seeing if it could not be renewed.

The parties represented at the conference were, on the employers' side, the Webb Granite Company, the Massachusetts Pink Granite Company and Norcross Brothers & Co.; and the various unions. On the following day, April 1, a strike occurred; 20 engineers, 45 derrickmen and 25 blacksmiths quit work, and 110 granite cutters were left without employment. Arthur M. Huddell, second vice-president of the International Union of Steam Engineers, was found to be active when the Board interposed for the purpose of suggesting a settlement. George E. Webb of Worcester, president of the Webb Granite Company, proposed that the cutters return to work in the various quarries, provided the manufacturers in question furnished engineers; but the cutters refused to consider the subject.

Finally, on May 20, on the fiftieth day of the strike, 175 men returned to work, as the result of agreements that the minimum wage for operating engines with boilers should be \$18, skeleton engines \$17, with fixed rates for over-time, which seemed to be satisfactory to all the union men concerned. There was no reduction of wages, as intended by the employer.

GRANITE CUTTERS — QUINCY.

Eight hundred quarrymen had been on strike in Quincy for an increase in pay since March 1, and the matter of the dispute was in process of adjustment when a difficulty arose between the granite manufacturers and the engineers. Their agreement expired on March 31, and on the following day, April 1, 108 engineers remained away from the quarries, and all work of that kind in Quincy came to a standstill.

The Board, on learning that the parties were conferring with a view to a settlement, contented itself with observing its progress; but it was not until April 24 that an agreement for three years was signed, satisfactory to all parties involved, as the result of a conference brought about through the efforts of Mr. Arthur M. Huddell.

GRANITE CUTTERS — BOSTON.

One hundred and fifty men, employed as granite cutters in twelve shops in Boston, left work to enforce a demand for more pay. The Board investigated, and found that the parties were endeavoring to negotiate a settlement. As a result of mutual concessions, the parties came into agreement on April 3.

PAINTERS AND DECORATORS — SPRINGFIELD.

Before the spring season of 1908, the journeymen painters and interior decorators of Springfield, acting through the agent of their union, proffered to the masters a request to establish a 44-hour week, of $5\frac{1}{2}$ 8-hour days, without reduction of pay. This was equivalent to an increase of $\$0.03\frac{1}{2}$ per hour, and accordingly a demand for such increase per hour for fractions of a week was made. For certain items of paper-hanging an increase in price was demanded. In reply, 33 members of the Master Painters' Association on March 30 signed an agreement to maintain "open shop"; they resolved not to meet the union's committee at any time, and so informed the workmen by letter. Their attitude was approved by the Springfield Employers' Asso-

ciation, so called, an organization that did not favor the methods of collective bargaining.

The Board investigated, and learned that one of the obstacles to a settlement was the status of certain members of the union who were occasionally employers. On the 2d and 3d of April communications were had with both parties, and the services of the Board as mediator were offered to them. The employees accepted the Board's services, and the employers took the matter under consideration. A visit was made to the scene of the difficulty on the 7th. It appeared that the first hostile act resorted to was the discharge of employees by Charles W. Earle, for the reason that they belonged to the union. The men called this a lockout. A similar rupture of relations occurred in the shops of Charles Commete, H. M. Ashley, Thieme Brothers and Dumphy & McMahon. The strike, as intended, occurred on April 1 in all the shops that had not granted the demands. The Boston Decorating Company, the Springfield Decorating Company and the Home Decorating Company, all of Springfield, were not involved in the difficulty.

Individual members of the Master Painters' Association were pleased with the Board's mediation, but expressed their inability in the circumstances to do anything without consulting their associates. On the 8th the master painters met at the rooms of the Board of Trade. The Board's offer of mediation was rejected, lest it be construed as an evidence of weakness. The minority was offended at this ill-advised action, and one of the leading decorators in the city resigned his membership, withdrew from the open-shop agreement, and, in the presence of the Board, made his peace with

former employees. From that time on there were defections from the association, and the strike disappeared from notice. Some five or six leading firms, however, held out, and have not yet made peace with the union. While the controversy exists in theory, it does not appear to interfere with the industries of the city.

GEORGE E. KEITH COMPANY — BROCKTON.

A hearing was given on April 14 on the joint application of George E. Keith Company and stitchers doing "table work" in Factory No. 1. The controversy involved a contention as to what constituted average skill and capacity. After a full discussion, further proceedings were by general consent indefinitely postponed.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On April 16 the following decision was rendered: —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees in its sole-leather department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. L. Douglas Shoe Company at Brockton for cutting top-pieces and skiving and rolling innersole stock.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On April 16 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the finishing department of its Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company to employees in said department of Factory No. 1 at Brockton for work as there performed:—

								Per 12 Pairs.
Scouring top-pieces with steel or iron slugs,	.	.	.	.	.	.	.	\$0 03
Scouring top-pieces with circlets,	.	.	.	.	.	.	.	03

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE G. SNOW COMPANY — BROCKTON.

On April 16 the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company of Brockton and employees in the finishing departments of its Factories Nos. 1 and 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered the reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George G. Snow Company at Brockton for scouring heels (two papers, wet once) and smoothing heels (one paper, wet once) as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On May 21 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and employees in the stitching department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by M. A. Packard Company to employees in said department of Factory No. 2 in Brockton for work as there performed:—

	Per 24 Pairs.
Cementing:—	
Congress fronts to gores, ...	\$0 33
Short eyelet stay, ...	07½
Short imperial eyelet stay, ...	09
Long imperial eyelet stay, ...	11½

By agreement of the parties, this decision shall take effect as of date of February 17, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE G. SNOW COMPANY — BROCKTON.

On May 21 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer of Brockton, and stitchers.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to said employees in Brockton for work as there performed:—

Stitching eyelet rows (single needle): —		Per 24 Pairs.
Oxfords, plain, ...		\$0 05½
Bals., plain, ...		06
Harvard Bluchers, plain, ...		06
Seamless Bluchers, plain, ...		06
Whole-quarter Bluchers, plain, ...		06
Anchor rows, ...		08
Row No. 27, whole-quarter Bluchers, ...		22½
Row No. 28, ...		28
Row on Prince Henrys, ...		25

By the Board,

BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY & CO. — BROCKTON.

On May 21 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry & Co., shoe manufacturers of Brockton, and employees in the stitching department of their Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by T. D. Barry & Co. to employees in said department of Factory No. 1 in Brockton for work as there performed: —

Snipping, cementing and hand-folding common Blucher fronts, \$0.12 per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between T. D. Barry & Co., shoe manufacturers of Brockton, and employees in the stitching department of their Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said department of Factory No. 2 in Brockton for work as there performed:—

		Per 24 Pairs.
Undertrimming cemented-on work, including V:—		
Bals.,		\$0 18
Bluchers,		21
Button,		21

By the Board,

BERNARD F. SUPPLE, *Secretary*.

LORING Q. WHITE COMPANY — BROCKTON.

On May 21 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy existing between Loring Q. White Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Loring Q. White Company to employees in said department at Brockton for work as there performed:—

		Per 24 Pairs.
Stitching foxings, 2-needle machine,		\$0 20
Stitching on top facings,		06
Folding quarters for all Oxfords (snipping and cementing),		14
Seaming tops,		05

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice was received from the employees as to folding quarters for all Oxfords, but nothing further was heard of the matter.

ISAAC PROUTY & CO. — SPENCER.

Notice of a difficulty in the factory of Isaac Prouty & Co., shoe manufacturers at Spencer, was received from the Boot and Shoe Workers' Union on May 28, and the services of the Board offered to the firm, who, however, did not deem them expedient at that time. In a few days one of the firm consulted the Board on the subject of procedure in case of arbitration, and was given the desired information. The strike, however, was beginning to go to pieces, and four days after the employer's visit to the State House the strikers accepted a settlement of their demands, and returned to work on June 11.

It appeared that in the fine shoe department of the factory nine edgetrimmers struck on May 25 to enforce a demand for an increase of 2 cents per dozen pairs, and the reinstatement of one Beaudin, who had been discharged. Before an adjustment was had a shutdown occurred on May 28, which the union deemed a lockout; 500 men and women were thrown out of work and the livelihood of 700 others was thereby endangered. On June 6 Beaudin took himself out of the situation, and the men returned gradually until the difficulty ended, as stated above. No further difficulty arose in this factory until early in September, when heel-builders went on a strike. The Board communicated with the employer, and learned that there was no industrial difficulty, since the factory had ceased to manufacture heels.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On June 9 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the stitching departments of its Factories Nos. 2 and 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said departments at Brockton for work as there performed: —

. FACTORY No. 2.

	Per 12 Pairs.
1. Stitching low-shoe foxings or counter stay, 2-needle machine, ...	\$0 07
2. Lacing for laster, string twice through loop, extra, . . .	01

FACTORY No. 1.

3. Putting up boxes, per day of 9 hours, \$1.50.

By agreement of the parties, the prices for Items 1 and 2 shall take effect from the date of change of system.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the stitching department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants, nominated by the parties, the Board awards that the following price be paid by W. L. Douglas Shoe Company to em-

ployees in said department of Factory No. 2 at Brockton for work as there performed:—

Rubbing down tops (one side only), \$0.01½ per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHARLES A. EATON COMPANY — BROCKTON.

On June 9 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and employees in its vamping department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Charles A. Eaton Company to employees in said department at Brockton for work as there performed:—

Vamping Bluchers, without bar, 2-needle machine, \$0.20 per 12 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On June 9 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its vamping department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed: —

Vamping Bluchers, without bar, 2-needle machine, \$0.20 per 12 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

M. A. PACKARD COMPANY — BROCKTON.

On June 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and employees in the stitching department of its Factory No. 1 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by M. A. Packard Company to employees in said department of Factory No. 1 at Brockton for work as there performed: —

Seaming Oxfords, zigzag machine, \$0.06 per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

LEWIS A. CROSSETT, INC. — ABINGTON.

On June 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and Goodyear welters in its Factory No. 2 at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., to said employees in Factory No. 2 at Abington for work as there performed:—

Goodyear welting, regular work, \$0.18 per 12 pairs; samples or single pairs, price and one-half.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GEORGE G. SNOW COMPANY — BROCKTON.

On June 9 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to employees in said department at Brockton for work as there performed:—

	Per 12 Pairs.
Seaming vamps (blind seam):—	
1 seam, ...	\$0 02½
2 seams, ...	05

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GEORGE E. KEITH COMPANY — BROCKTON.

On June 9 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and employees in the stitching department of its Factory No. 1 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George E. Keith Company to employees in said department of Factory No. 1 at Brockton for cementing hookstays on tops (operation designated "case hooks").

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and employees in the stitching department of its Factory No. 1 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by George E. Keith Company to employees in said department of Factory No. 1 at Brockton, per day of 9 hours, for work as there performed: —

Cutting labels, ...	} \$1 25
Folding labels by machine, ...	
Folding Congress linings by machine, }	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint applications for arbitration of controversies between George E. Keith Company, shoe manufacturer, and employees in the finishing departments of its Factories Nos. 2 and 3.

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George E. Keith Company at Brockton, in Factory No. 2 (6th grade), for wetting down foreparts and whole bottoms with sediment stain, wetting down bottoms with anilin stain and dusting and blacking bottoms.

The Board awards that 1 cent per dozen be paid for blacking top-pieces in Factory No. 3 as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HACKDRIVERS — PITTSFIELD.

About the middle of April the hackdrivers and hostlers affiliated with the American Federation of Labor in Pittsfield, presented to the livery stablekeepers a proposed schedule of wages and conditions, embodying demands for a minimum wage of \$12 a week, that no non-union driver should be employed so long as a union driver was idle, and certain items specifying pay for over-time. The proprietors of the six livery stables in question refused to sign the proposal. The demand was renewed in one form or another during the next few weeks, and on the 27th of May a general strike ensued.

The State Board interposed, and endeavored to arrange a conference of parties. The conduct of the strike had passed into the hands of a committee of the Pittsfield Central La-

bor Union. The employers, by reason of some sort of understanding, had all the same answer, namely, that there had been no serious interruption of business, and no difficulty that called for the mediation of anybody. This was reported to the committee representing the hackdrivers on June 12. The hackdrivers, 37 in number, thereupon voted to continue the strike.

Subsequently, the mayor of Pittsfield and the president of the Pittsfield Central Labor Union endeavored to adjust the difficulty. By the middle of July about 10 of the strikers had returned to their former occupation, and nothing further was heard of the controversy.

PITTSFIELD STREET RAILWAY COMPANY — PITTSFIELD.

The street car men of Pittsfield proposed to the management of the Pittsfield Street Railway Company an agreement in writing to establish hour prices and certain conditions of labor, including recognition of their union. At interviews in the early part of June the officers of the company refused to sign the paper, giving as a reason therefor that good service to the public forbade the company's admitting its employees to a share in the management. The parties were courteous but firm in their opposition, and the public was apprehensive of a strike. Certain strangers arrived in the city, ready to fill vacancies that might arise, and traveled upon the cars with the purpose of learning the routes and other details of trolley service.

On June 11, having interviewed both parties and learning

that by reason of the good offices of His Honor the Mayor, William H. McInnis, the parties were engaged in negotiating a settlement, the Board gave such advice as would minimize the difficulty. The union conductors and motor-men treated the strike-breakers, so called, who boarded their cars, with civility, if not with enthusiasm; the management of the road showed no aversion to treating with the employees' committee; and, while the president of the local union had been voted power to declare a strike at any time, and the national body had sanctioned the proceeding, no open deed on either side disturbed the peace of the community. Concessions were made on both sides. The difference between open shop and fair shop was discussed, and the fair-shop policy adopted. By this plan non-union men might be employed at any time, and they at any time might join the union without prejudice. No one was to be punished for activity in the movement or for his membership in the union; and grievances, real or fancied, would hereafter be heard. The union, having procured some of the changes desired, deemed that enough had been secured to establish the fact that it had been recognized, and the committee stated that the oral promise of the superintendent was as good as his signature. No paper was signed, but harmonious relations were restored before the State Board withdrew.

A. C. BROWN, WARREN W. WITHAM — GLOUCESTER.

A. C. Brown and Warren W. Witham of Gloucester appeared before this Board in that city on June 16. Antoine A. Silva, representing the teamdrivers employed by them

appeared. Conferences were held which resulted in an agreement in each instance. The agreements were reduced to writing, and copies furnished to the respective parties. The agreements were placed on file.

REYNOLDS, DRAKE & GABELL, INC.—BROCKTON.

On June 15 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy existing between Reynolds, Drake & Gabell, Inc., shoe manufacturer, and employees in its stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Reynolds, Drake & Gabell, Inc., to employees in said department at Brockton for the following items as the work is there performed:—

Doubling vamps.

Zigzagging toe-pieces to vamps.

Seaming vamps, California welt.

Seaming tops, bals. and Bluchers (regular height).

Making Blucher leather linings.

Seaming button-piece linings.

Snipping, cementing and folding:—

Oxfords.

Blucher Oxfords.

Blucher button Oxfords.

Button Oxfords.

Cementing linings to tops, bals., buttons and Bluchers.

Stitching backstays (outside):—

Whole quarter Bluchers.

Bals. and buttons.

Oxfords and Blucher Oxfords.

Stitching Blucher tongues (lining and tongue held).

Stitching eyelet rows on Oxfords.

Stitching eyelet rows on foxed Bluchers with gauge.

Stitching eyelet rows on bals.

Making bal. and Blucher linings and holding linings, without top facings.

Undertrimming button Oxfords.

Boy around room, to rub seams, black, get cement, etc., and do other minor work (a general office boy).

By the Board,

BERNARD F. SUPPLE, *Secretary.*

A. J. BATES COMPANY — WEBSTER.

On June 15 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer, and employees in the stitching, lasting and making departments of its factory at Webster.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by A. J. Bates Company to employees in said departments at Webster for work as there performed:—

	Per 12 Pairs.
Stitching department:—	
Stitching Blucher tongues to vamp, ...	\$0 03
Trimming Bluchers, ...	01½
Stitching No. 14 backstay, ...	07
Lasting department:—	
Tacking insoles by machine, ...	\$0 02½
Making department:—	
Fudging edges second time, ...	\$0 02
Heel-scouring, regular heels, ...	06
Heel-scouring, military heels, ...	06½
Heel-trimming, regular heels, ...	04
Heel-trimming, military heels, ...	04½
Heel-slugging, 1 row, ...	03
Heel-slugging, more than 1 row, ...	05

No. 2 making department: —

Per 12 Pairs.

Heel-slugging, 1 row or less, ...	\$0 02½
Heel-trimming, regular heels, ...	04
Heel-trimming, military heels, ...	04½
Trimming forepart edges, ...	15

By agreement of the parties, this decision shall take effect as of date of June 1, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.**GEORGE G. SNOW COMPANY — BROCKTON.**

On June 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer of Brockton, and employees in its treeing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to employees in said department at Brockton for work as there performed: —

Per 24 Pairs.

Val rex calf, ...	} cleaned, 1 coat of dressing, ...	\$0 30
Gun metal calf, ...		
African calf, ...		
Nubian calf, ...		
Box calf, ...		
Kangaroo calf, ...		
If tops are ironed on above, ...		10
If whole shoes are ironed on above, ...		15
Wax calf (palm finish), ...		75
Cordovan (palm finish), ...		75
Russet shoes, cleaned and polished, ...		60
Patent leather, patent enamel or patent kid: —		
First grade, ...		65
Second grade, ...		60

	Per 24 Pairs.
If vamps are ironed on above (patent stock) shoes, . . .	\$0 15
If mat calf tops are ironed on above (patent stock) shoes, . .	10
Vici kid, gossamer kid, including ironing and dressing 1 coat, .	50
Satin, by the day.	
Viscol calf, buff and other leather of this nature, ...	30
Day price, \$2.50.	

By agreement of the parties, this decision shall take effect as of date of March 9, 1908.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

Result. — A 60-day notice was received from the employees, but nothing further was heard of the matter.

LORING Q. WHITE COMPANY — BROCKTON.

It is claimed in Brockton that the cleaning of patent leather shoes before they leave the factory is work that properly belongs to treers only. On the 17th of June 16 treers employed by Loring Q. White Company went on strike because girls had been employed there for that item of work. The strike was declared off on the 18th, as the result of an agreement effected by the representatives of the parties in interest. L. Q. White and John Alden, representing the company, and Patrick McEntee, business agent of the treers' union, and the joint shoe council of Brockton discussed and terminated the difficulty, and provided in writing that future prices and conditions should be jointly adjusted, or, in default of such settlement, be submitted to this Board.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On July 3 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in its stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed:—

Stitching labels, \$0.03½ per 12 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On July 3 the following decisions were rendered:—

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in its stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Churchill & Alden Company at Brockton for “holding O. B. stays” as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in its stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed:—

Stitching diamond Blucher foxings, 2-needle machine, \$0.12 per 12 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result.—A 60-day notice relative to the two decisions was received from the employer. The controversy was subsequently submitted to the Board and decided.

C. S. MARSHALL & CO.—BROCKTON.

On July 3 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between C. S. Marshall & Co., shoe manufacturers, and employees in their stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by C. S. Marshall & Co. to employees in said department at Brockton for work as there performed:—

Foxing stitching, single-needle machine: —

“Marshall” foxings; no change.

Boston Oxfords, 1 row, pink or yellow tag, \$0.10 per 12 pairs.

Foxings on Oxfords, 2-space rows; no change.

Ordinary foxings; no change.

Regular foxings on Bluchers, 2-space rows; no change.

Sample stitchers, per day, \$2.25.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — A 60-day notice was received from the employees, but nothing further was heard of the matter.

GEORGE E. KEITH COMPANY — MIDDLEBOROUGH.

On July 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and employees in the edgemarking department of its factory at Middleborough.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George E. Keith Company at Middleborough for edgetrimming and edgesetting (two settings) as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**MORRIS H. BARNETT, C. BAER & SON, WESTFIELD
CIGAR COMPANY — SPRINGFIELD.**

Tobacco strippers in the Springfield cigar factories, 150 in number, or thereabouts, members of a union, requested that the rate per pound for labor be increased from 6 to 7 cents on Havana filling. Stripping Havana filling, it was said, required more skill and capacity than any other operation in the department. The manufacturers retorted by expressing a desire to diminish the rate for stripping seed leaf tobacco from 4 to 3 cents a pound. The union had been organized for about six years. One of the manufacturers, who desired to excel in the quality of his product, raised the price to 7 cents for stripping the stems out of wrappers, binders and fillers of cigars. The employees in other factories believed that their labor was worth as much, but waited until their annual agreement expired before demanding the increase. All but three or four manufacturers acceded and these, having hesitated longer than was agreeable to the union, were notified that on the 16th of June they would cease working.

The strike involved 50. The factories were carrying a large stock of cigars in advance of orders, and two-thirds of the union were earning increased wages. There was every prospect of a long-continued contest. The mediation of the Board was offered to both parties, and taken under consideration by them. At the end of the week the difficulty existed only in the Barnett factory, in which the strike lingered on until the 5th of July, when all hands returned to work, as the result of mutual concessions.

GEORGE G. SNOW COMPANY—BROCKTON.

On August 7 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer, and Goodyear welters and Goodyear stitchers in its employ at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, concerning the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that "price and one-half" of regular work be paid for samples and single pairs by said company to Goodyear welters and Goodyear stitchers in its factory at Brockton for work as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.— A 60-day notice was received from the employer, but nothing further was heard of the matter.

CHARLES A. EATON COMPANY—BROCKTON.

On August 7 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer, and Goodyear stitchers in its employ at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, concerning the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that "price and one-half" of regular work be paid for samples and single pairs by Charles A. Eaton Company to Goodyear stitchers in its factory at Brockton for work as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.— A 60-day notice was received from the employer, but nothing further was heard of the matter.

LEONARD & BARROWS — MIDDLEBOROUGH.

On September 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Leonard & Barrows, shoe manufacturers, and employees in the stitching department of their factory at Middleborough.

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that the following price be paid by Leonard & Barrows to employees in said department at Middleborough for work as there performed: —

Stitching tongues to crimped vamps (single needle), \$0.04¾ per 12 pairs.

By agreement of the parties, this decision shall take effect as of date of June 26, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On September 22 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the cutting department of Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change from the prices paid upon account "for labor required in this department applying to grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2."

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the stitching department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as there performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 24 Pairs.
Seaming lining, ...	\$0 03½
Stitching backstay, ...	08½
Stitching side facings, ...	08½
Making regular Oxford lining complete, ...	19
Stitching Blucher Oxford: —	
Backstay, ...	08
Backstay curve, ...	09
Making button Oxford lining complete, ...	16
Pasting facings: —	
Bals., ...	06
Bluchers, ...	07
Pasting toe piece on all low shoes, ...	06
Same operation on regular leather linings, ...	06
Seaming tops: —	
Regular height, ...	05½
Whole-quarter Blucher, ...	07½
High-cut, ...	08½
Storm King, ...	09½
Seaming button-fly, ...	10½
Stitching eyelet row: —	
Plain, ...	08½
No. 7 Blucher, 1 needle, ...	08½
No. 7 Blucher, 2 needle, ...	09½
No. 70, 1 row, ...	16
Anchor row, ...	12
Plain row Bal., 2 needle, ...	09½
Oxford and Blucher Oxford, 1 needle, plain row, ...	09
Oxford and Blucher Oxford, 2 needle, plain row, ...	10
Cementing hook-stay, regular height, ...	05

	Per 24 Pairs.
Seaming top to lining: —	
Bal. and Blucher, ...	\$0 10
If top faced, ...	12
Snipping, cementing and folding by hand: —	
Blucher Oxford, ...	18
Blucher Oxford, patent leather, ...	19
Plain Oxford, ...	14
Plain Oxford, patent leather, ...	15
Turning tops, Bal., Blucher and button, ...	16
Cementing low-shoe linings to top, ...	12
Undertrimming: —	
Bal., button, Oxford, Blucher Oxford and low shoes, regular work, excepting Southern ties, ...	18
Blucher with V, ...	22
Skeleton-lined high-cut Blucher, ...	21
Leather-lined Bal. with V, ...	22
Leather-lined Blucher with V, ...	22
Holding, lining and undertrimming Oxford and Blucher Oxford, ...	22
Staying, 1 needle: —	
Bal. and Blucher, ...	10
Button-fly, ...	12
Staying, 2 needle, with tape: —	
All low-shoe quarters, ...	05
Whole-quarter Blucher, ...	08
Side-lining and sticking center stay, ...	05½
Doubling vamps, ...	05½
Stitching tips, Union Special machine: —	
Regular, ...	08
Patent leather, ...	09
Seaming vamps: —	
Blind or welted, ...	06
Two seams, ...	12
Staying vamps, 2-needle machine, with tape: —	
1 seam, ...	05
2 seams, ...	10
Blucher vamps: doubling; side-lining; sticking stays, loop and tongue and outside lining to vamp, ...	18
Same operations on Blucher Oxford, ...	18
Sticking tongue, stay, lining and loop, ...	16
Sticking tongue, stay and lining (no side lining, no loop), ...	15
Stitching tongue, ...	09

	Per 24 Pairs.
Stitching foxings: —	
2-needle, ...	\$0 24
2-needle Jersey, ...	24
Lacing: —	
With string, ...	05
With string through loop, ...	07
Stitching toe lining, Bal., and stitching down tongue, ...	07

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the vamping department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as there performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 24 Pairs.
Vamping, 2-needle machine: —	
Regular seamless Bal. and button, ...	\$0 42
Regular Oxford, circular seam, ...	32
Vamping, 1-needle machine: —	
Whole-quarter Blucher with bar, ...	52
Fox Blucher with bar, ...	52
Seamless Blucher with bar, ...	98
Blucher Oxford, ...	52
Third row, ...	16

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and employees in the lasting department of its Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as there performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 12 Pairs.
Assembling: —	
Colored, ...	\$0 28
Patent leather, ...	28
Regular, ...	22
Pulling-over machine: —	
Colored, ...	14
Patent leather, ...	14
Regular, ...	12
Operating Consolidated Hand-method machine: —	
Calf or box-calf, per pair, \$0.01½.	
Kangaroo, per pair, \$0.01½.	
Patent leather, per pair, \$0.02¼.	

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the sole fastening department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees

in said department for work as performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2" per 24 pairs:—

Welting, 40 cents; stitching, 42 cents; and that for roughrounding there shall be no change from the price paid in Factory No. 1 at the time of the said transfer.

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and employees in the bottoming department of its Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as there performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:"—

	Per 24 Pairs.
Trimming out and pulling tacks, ...	\$0 16
Trimming inseams, ...	20
Shanking, ...	07
Laying soles, ...	09
Turning up channels, ...	03
Wheeling stitches, ...	08
Leveling bottoms, ...	08
Pricking stitches, ...	08
Making joints, ...	15
Pulling lasts, ...	06

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the heeling department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 24 Pairs.
Heeling, ...	\$0 20
Slugging, ...	10
Shaving, ...	11
Breasting, ...	06

By agreement of the parties, this decision shall take effect as of date of April 22, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the edgemaking department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 24 Pairs.
Edgetrimming, without knifing, ...	\$0 44
Edgesetting, one setting, ...	36

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the finishing department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as there performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 24 Pairs.
Scouring breasts, ...	\$0 03
Scouring heels, ...	09
Stoning heels, ...	07
Scouring top-pieces, ...	08
Scouring bottoms, ...	14
Blackening bottoms and top-pieces, ...	08
Polishing bottoms, shanks and top-pieces, and cleaning slugs, .	24
Heelkeying, ...	04

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the treeing department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department for work as performed upon the "grade of shoes (\$3.50) transferred by the employer from Factory No. 1 to Factory No. 2:" —

	Per 24 Pairs.
Box-calf, cleaned and coat of filler, ...	\$0 30
Calf, common palm, ...	72
Russia, washed and polished one coat, ...	60
Patent leather, cleaned, ...	60
Vici-kid, cleaned, ironed, one coat of filler, ...	55

By agreement of the parties, this decision shall take effect as of date of January 30, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

As a result of the foregoing decisions, 60-day notices were received from the employees in some departments, but none of the controversies became the subject of further inquiry. A difficulty of another kind arose between the parties, as stated in the introduction, and at the present writing still persists.

LEWIS A. CROSSETT, INC. — ABINGTON.

On September 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and employees in the finishing department of Factory No. 1 at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., to employees in said department of Factory No. 1 at Abington for work as there performed: —

	Per Day.
Scouring heel-breasts, ...	\$2 00
Scouring and smoothing heel edges, 3 papers, ...	3 00
Finishing heel edges after scouring, including keying heels on Expedite machine, ...	3 00
Scouring top-pieces, slugs not previously ground, ...	2 75
Scouring bottoms and Naumkeagging shanks, ...	3 00

	Per Day.
Wetting down and rubbing in by hand, ...	\$2 75
Wetting down natural and oak, ...	2 75
Wetting down No. 22 brown finish, ...	2 75
Staining polished and natural bottoms (whole bottoms), . .	3 00
Wetting down whole brown bottoms ("Finish No. 26"), . .	3 00
Gumming bottoms, ...	3 00
Blacking top-pieces, ...	1 75
Blacking heel-breasts, ...	1 75
Blacking shanks, top-pieces and heel-breasts, ...	1 75
Blacking whole bottoms, top-pieces and breasts including black finish, ...	1 75
Polishing foreparts, ...	3 00
Polishing whole bottoms, ...	3 00
Polishing and faking all over (black finish), ...	3 00
Burnishing shanks, ...	3 00
Wheeling shanks, ...	2 50
Rolling top-pieces and cleaning slugs, ...	2 50
Rolling russet top-pieces, ...	2 50
Faking shanks, ...	3 00
Wheeling bottoms on aloft stitch (No. 26 finish all around), .	2 50
Wheeling across shanks of polished or natural-finish bottoms, .	2 50
Burnishing and wheeling shanks and polishing whole bottoms, .	3 00
Gumming top-lifts on russet shoes, ...	1 50
Singles and samples, no extra.	

The above prices apply to a day of 9 hours.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — On October 27 a 60-day notice was received from the employer. As yet no controversy has been referred to the Board.

T. D. BARRY & CO. — BROCKTON.

On September 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry & Co., shoe manufacturers, and employees engaged in folding and cementing in their factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to said employees at Brockton for work as there performed:—

	Per Day.
Folding by power machine:—	
Vamps, ...	\$1 75
Tops, tips, stays, etc., ...	1 75
Cementing vamps, tops, tips, stays, etc., ...	1 25

By agreement of the parties, the decision upon folding shall take effect on the date from which prices were paid on account.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice was received from the firm on October 9, but no controversy has as yet been referred to the Board.

GEORGE G. SNOW COMPANY—BROCKTON.

On September 22 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer, and employees in its stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Doubling vamps, ...	\$0 04
Lining vamps, ...	05

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On September 29 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its finishing department.

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed: —

	Per 12 Pairs.
Sediment-staining bottoms, ...	\$0 06
Sediment-staining foreparts, ...	05
Anilin-staining bottoms (the stain has no filler), ...	04½
Anilin-staining bottoms and top-pieces (the stain has no filler), ...	05
Anilin-staining foreparts, ...	04
Gumming stain bottoms and top-pieces, ...	04½
Gumming stain foreparts or bottoms, ...	03½
Blacking top-pieces, ...	01
Polishing and brushing top-pieces and cleaning slugs, ...	02½
Wheeling across shanks on bottoms finished alike to heel (styles square, No. 5, No. 12), ...	02½
Wheeling others (styles No. 2, No. 6, No. 9, No. 11), including bird-eye, ...	05
Wetting down velvet bottoms, ...	04½
Wetting down velvet foreparts, ...	03½
Dusting and blacking bottoms (one handling), ...	04
Scouring top-pieces, ...	03
Burnishing, wheeling and bird-eyeing, faking and polishing black bottoms, ...	15
Burnishing, wheeling (no bird-eyeing), faking and polishing black bottoms, ...	13½
Scalloping top-pieces (knives sharpened by foreman), ...	01½
Staining and polishing scallops on heels, ...	01½
Scouring bottoms, second time, ...	04½
Velveting bottoms, ...	06
Velveting foreparts, ...	03½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LASTERS — LYNN.

The strike of employees in the lasting department of Joseph M. Caunt Company in September led to the declaration of a general strike, which began on the 2d of October and was complete on the 9th, involving 67 factories, all told, in 39 of which the suspension of work was general. The number of work people out of employment was nearly 13,000. On October 5 notice of strike was received from the Hon. Thomas F. Porter, mayor of Lynn, and in response to the Board's request members of the manufacturers' association and the Board of Trade met the Board at the mayor's office in the following forenoon to confer upon the difficulty. It appeared that the strike grew out of conditions arising from the introduction of assembling machines in the Caunt factory, which had been the occasion of somewhat prolonged negotiations.

As a result of the meeting at the mayor's office, plans for mediating between employers and employed were arranged, and several meetings for carrying out those plans were had from day to day. The representatives of organized labor and shoe manufacturers affected were communicated with. A reconciliation was effected, which ended the sympathetic strike, and on October 18 most of the strikers returned to work under substantially the same conditions as existed before they went out. On the 21st the Joseph Caunt Company reopened its factory, and, although no specific agreement was reached, the old hands returned, and since then there has been no recurrence of the difficulty.

WALTON & LOGAN COMPANY — CHELSEA.

One hundred and fifty women belonging to an independent union, and some men, engaged in the lasting and other departments of Walton & Logan Company's factory at Chelsea, went out on a strike growing out of the general strike of lasters in Lynn. Nearly 2,000 shoeworkers, all told, were idle as the result of this action. It appeared that the strike was for the purpose of emphasizing certain demands for higher rates of wages. The workwomen engaged in assembling were 30 in number. Official notice of the strike was received from W. E. McClintock, chairman of the Board of Control of Chelsea.

In November the company sought and obtained a temporary injunction, which put an end to open hostilities. Subsequently the Board had several interviews with representatives of the company, with a view to ascertaining what course to adopt to prevent the recurrence of such difficulties. The company was on the point of submitting an application for the Board's services when the parties met in the factory and came to a conclusion which terminated the difficulty.

J. H. WINCHELL & CO., INC. — HAVERHILL.

A joint application was received on October 14 from J. H. Winchell & Co., Inc., and cutters in its employ. A conference of parties was held on November 2 at the rooms of the Board, and resulted in an agreement, as follows:—

Agreement in the matter having been this day reached, the parties to the joint application of October 10, between J. H. Winchell & Co., Inc., and cutters in its employ, request that said application be placed on file and no further action be taken thereon.

The proposition, to which both parties agree, is that the prices for cutting performed with the clicking machine, so called, shall be determined by deducting 30 per cent from the current piece prices for cutting by hand. The 70 per cent so remaining shall be the price for six months, ending May 1, 1909, at which time, if there be any controversy on the question of fair prices, the matter will be referred to the State Board of Conciliation and Arbitration for adjustment.

The application was accordingly placed on file.

LORING Q. WHITE COMPANY — BROCKTON.

A joint application from Loring Q. White Company and heelers was filed on October 15. It alleged a controversy concerning price per dozen for heeling on last, slugging, shaving and breasting heels. Both parties requested investigation by experts, but before the investigation could be entered upon, the parties, on October 30, reached an agreement.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On October 15 the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between W. L. Douglas Shoe Company and its employees at Brockton represented by the Boot and Shoe Workers' Union.

The parties to these applications have sought the arbitration of this Board in pursuance of their contract of October 26, 1898, wherein they agreed "to adjust in an honest and equitable manner all grievances of whatever nature and all matters of dispute in reference to wages or any other subject, including the true construction of this agreement." In case of failure to adjust such dispute or grievance mutually, it was further agreed that "they shall join, in the manner provided by statute, in an application to the Massachusetts State Board of Arbitration for a decision."

The 15th section of said agreement is as follows: —

In case the party of the first part violates the terms of this agreement, directly or indirectly (which may be a matter of dispute, to be referred to the State Board of Arbitration), the party of the second part shall have the right to demand and receive from the party of the first part the stamp or stamps delivered to it by the party of the second part under this agreement, and to take the stamp or stamps wherever the same may be, without being liable to any claim for damages or otherwise. The party of the first part agrees that it will surrender said union stamp or stamps on the termination of this agreement or upon the decision of the State Board that it has violated its terms, and that it will make no contest against the party of the second part upon the question of the ownership of said stamp or stamps, but the party of the second part shall be treated and recognized as the owner of the same.

Said contract was renewed on October 26, 1905, in an agreement to extend it for a term of three years from November 1, and section 11 of said contract was thereby amended so that it should "be construed to mean that the employer has a right, at any time, to change its system or to introduce new methods in the manufacture of its product; but in such cases notice of the change is to be given at once to the local union or unions affected, and the price, when made, either by mutual agreement or by arbitration, shall date from the time of making the change. There shall be no interruption of work on account of, or interference with, such changes while prices are being fixed. Pending a decision, wages shall be paid on account, at the rate which the parties hereto agree upon to be just.

On January 1, 1908, the employer transferred the manufacture of a portion of that part of the product known as the \$3.50 shoe from Factory No. 1 to Factory No. 2, where lower grades were made, and notified the union that the required labor and the prices would be the same as in the \$3 grade. The union objected that the transfer to Factory No. 2, at lower prices than those pertaining to Factory No. 1, and the lower prices, were violations of the contract; and that the prices paid in Factory No. 1 for work upon the \$3.50 grade should be the prices in Factory No. 2 for work on shoes so designated, until new prices were established by agreement or by arbitration. Subsequently, an interchange of products and of names was effected between the two factories. The question of the company's right to make such transfers under the contract as amended was submitted to this Board, and the decision of March 26 affirmed it.

The question of fair prices for work performed in the \$3.50 grade

of Factory No. 2 was submitted to this Board. Ten departments of production were involved. The awards of September 22 established such prices. Further questions of breach of contract arose. During the pendency of the arbitration of prices, the union demanded on July 16 a return of the union stamp, with intent thereby to terminate the contract because of alleged violations. A like demand was made on August 28 for further alleged violations. Both these demands were refused by the company, on the grounds that none of its acts constituted such a violation of the contract as rendered the employer bound to return the stamp. These contentions became the subject of the present applications. The following question was agreed to by the parties, and submitted in the petition of July 28: —

Is the W. L. Douglas Shoe Company bound, in compliance with the terms of the contract, to return the stamp pursuant to the demand of July 16, 1908?

Another joint petition, submitting a question in the same terms, except that it specified the demand of August 28, was filed on September 3, the first day of the hearing. Both petitions contained a request for investigation with the assistance of experts, but there having arisen no question of skill or capacity or of factory management, necessitating the aid of men skilled in any department of the trade, the parties waived the right to nominate experts.

It appeared that during the years in which the contract had defined the relations of the parties there had been occasional so-called technical violations thereof, as distinguished from "violations of the price lists." It was contended by the representative of the workmen that violation of a price list, if not corrected, becomes a violation of the contract. Controversies growing out of irregularities or "technical violations" had been determined by agreement or by arbitration pursuant to the contract, and the parties had continued in harmonious relations and prospered by the observance of its provisions. There was evidence of acts on the part of foremen and others, which, if persisted in against the protest of the employees, would have been proper occasion for demanding the return of the union stamp; but when such acts came to the knowledge of the employer they were taken into consideration and determined by agreement of the parties or by arbitration, and so ceased to be an occasion which would warrant a demand for the return of the stamp. Ample illustration of the benefits derived from a careful observance of the principle of collective bargaining and of the provisions of the contract was shown

by the experience of the parties during the nine years in which the contract had governed the relations of the parties. It is to be regretted that so important a change in the conduct of the business was not accomplished by agreement, rather than have become the occasion of an apprehension on the part of the employees that a disregard of the terms of the contract was intended.

The Board reaffirms that the W. L. Douglas Shoe Company acted within its rights in transferring a part of its product from one factory to another; and finds that, since prices for work performed on any product in either of the factories could be fixed in one of two ways only, by agreement or by arbitration, the company had not the right under the contract to fix either temporary or permanent prices, and that by the terms of the amendment quoted above the payments for work upon that part of the product which had been transferred were "wages paid on account," whatever might be the desire of the employer, pending such time as prices became fixed by agreement or by arbitration, the same having been subsequently determined by arbitration pursuant to the contract as before stated.

Having considered said applications and heard the parties by their duly authorized representatives, investigated said contract as amended, and its operation, and considered the questions which are the subject-matter of the controversy, and all the circumstances affecting them, the Board decides that the W. L. Douglas Shoe Company is not bound to return the union stamp in compliance with the demands of July 16 and August 28, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

WHITMAN & KEITH COMPANY — BROCKTON.

On October 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Whitman & Keith Company, shoe manufacturer of Brockton, and heelbuilders.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by Whitman & Keith Company to said employees for work as there performed: —

Building heels (in part): —

Per 100 Pairs.

From height of five-eighths to six-eighths, . . .	\$0 30
From height of five-eighths to seven-eighths, . . .	35
From height of five-eighths to eight-eighths, . . .	40

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — A 60-day notice was received from the employer. The controversy was subsequently submitted to the Board, and is now pending.

CHARLES A. EATON COMPANY — BROCKTON.

On October 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and employees in its lasting department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Charles A. Eaton Company to employees in said department at Brockton for work as there performed: —

	Per 12 Pairs.
Assembling: —	
Patent leather, ...	\$0 30
Regular, ...	24
Colored, ...	26
Pulling-over machine: —	
Patent leather, ...	15
Regular, ...	12½
Colored, ...	14

By agreement of the parties, this decision shall take effect as of date of April 13, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CASS & DALEY — SALEM.

On October 19 the following decision was rendered : —

In the matter of the joint application for arbitration of a controversy between Cass & Daley, shoe manufacturers of Salem, and employees in the cutting room.

The parties to said application seek "the adjustment of the prices to be paid for cutting shoes upon the clicking machine, so called," submit a list of prices now paid for hand work, and ask the Board to determine the prices for cutting with said machine by establishing a fair discount from the current piece prices. Among the current piece prices are extras for finger foxings, Blucher foxings, Blucher vamps and tips and Blucher tops, except straight foxed. By agreement of the parties, these items were eliminated from the list of extras in work performed with said machine.

Having considered said application and heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the price of work as performed in the factory of Cass & Daley at Salem, with the so-called clicking machine, shall be ascertained by deducting 30 per cent. from the current piece prices of hand work.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WILLIAMS-KNEELAND COMPANY — BRAINTREE.

On October 20 the following decision was rendered : —

In the matter of the joint application for arbitration of a controversy between Williams-Kneeland Company, shoe manufacturer of Braintree, and employees in its bottoming department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Williams-Kneeland Company to employees in said department at Braintree for work as there performed : —

	Per 12 Pairs.
Pulling tacks, ...	\$0 03¼
Trimming toes and sides, ...	03¾
Nailing heel-seats, ...	02¼
Rough-trimming soles, ...	06½
Wheeling fudge-stitch, ...	03½
Burnishing stitches, Booth machine, ...	03
Trimming heel-seats, ...	02
Attaching heels (operator furnishes boy), ...	09
Stitching heel-seats, singles and samples, ...	12
Breasting, power machine, ...	03
Breasting, single pairs and samples, ...	04½

By the Board,

BERNARD F. SUPPLE, *Secretary*.

D. A. DONOVAN & CO. — LYNN.

On October 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between D. A. Donovan & Co., shoe manufacturers of Lynn, and employees in their cutting department.

Having considered said application and heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that \$0.01¼ per pair extra be paid for cutting by the pattern in question, as per sample submitted, in the factory of D. A. Donovan & Co. at Lynn.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On October 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in its trecing department.

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that no extra be

paid by J. H. Winchell & Co., Inc., to employees in its treeing department at Haverhill for "shoes with dull tops that have to be ironed and B. B. filler put on."

By the Board,

BERNARD F. SUPPLE, *Secretary*.

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On October 22 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and bottom-wheelers in its employ.

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that there be no change in the prices paid by W. & V. O. Kimball Company for wheeling bottoms by machine in its factory at Haverhill as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On October 22 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in its factory at Haverhill.

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in its factory at Haverhill for work as there performed:—

Skiving uppers, per hour, ...	\$0 25
Beating-out, standard screw (surface nailed), per 12 pairs, ...	02
Treeing B. B. kid (clean, fill with oil, palm, rub with stick, gum, rag off, chalk and palm to a finish), per 12 pairs, ...	22
Treeing, per hour, ...	25
Edgetrimming, hub welt, green tag, no change.	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

LORING Q. WHITE COMPANY — BROCKTON.

On October 23 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Loring Q. White Company, shoe manufacturer of Brockton, and employees in its sole-fastening department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Loring Q. White Company at Brockton for welting, Goodyear stitching and roughrounding, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result. — A 60-day notice was received from the employer, but no controversy has as yet been referred to the Board.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On October 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed: —

	Per 24 Pairs.
Stitching: —	
Tongues, crimped-vamp Blucher, ...	\$0 14
Bellows tongues, crimped-vamp Blucher, ...	16
M. P. C. backstays, 1 row, 1-needle machine, ...	16
Partial row in M. P. C. backstays, ...	10
Toe pieces to vamps: right and left, flat vamps; right and left, crimped vamps; straight crimped vamps, ...	05

By the Board,
BERNARD F. SUPPLE, *Secretary*.

Result. — On December 5 a 60-day notice was received from the employer.

E. E. TAYLOR COMPANY — BROCKTON.

On October 30 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by E. E. Taylor Company to employees in said department at Brockton for work as there performed: —

Cementing and folding Blucher fronts, by hand, \$0.11 per 24 pairs.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by E. E. Taylor Company to employees in said department at Brockton for work as there performed:—

Stitching tips, Union Special machine, \$0.07 per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

C. S. MARSHALL & CO. — BROCKTON.

On October 30 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between C. S. Marshall & Co., shoe manufacturers of Brockton, and employees in their stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by C. S. Marshall & Co. to employees in said department at Brockton for work as there performed:—

Stitching tongues and linings, crimped-vamp Blucher, \$0.07 per 12 pairs.

By agreement of the parties, this decision shall take effect upon the date of the introduction of crimped vamps.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GEORGE G. SNOW COMPANY — BROCKTON.

On October 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer, and employees in its finishing department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by George G. Snow Company to employees in said department at Brockton for work as there performed: —

Scouring heels, 2 papers, wetting once; and smoothing heels, 1 paper, \$0.15½ per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — A 60-day notice was received from the employer. The controversy was subsequently submitted to the Board and decided.

FIELD-LUMBERT COMPANY — BROCKTON.

On October 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Field-Lumbert Company, shoe manufacturer of Brockton, and employees in its vamping department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing price be paid by Field-Lumbert Company to employees in said department at Brockton for work as there performed:—

Vamping Blucher, without bar, 1-needle machine, space rows, \$0.39 per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

LORING Q. WHITE COMPANY — BROCKTON.

On October 30 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Loring Q. White Company, shoe manufacturer of Brockton, and employees in its treeing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Loring Q. White Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Treeing:—	
Patent-leather, washing and polishing, ...	\$0 60
Velours and gun metal, cleaning (one coat of filler), ...	40
Calf and Cordovan, ...	65
Vici and kangaroo, cleaning, ironing (one coat of filler), ...	55
Russia calf, washing and polishing— one coat (including removing stains), ...	65
Box calf, cleaning (one coat of filler), ...	35
Tan oilgrain, cleaning and polishing, ...	50
Black oilgrain, cleaning, coat of filler, ...	35
Satin velours, rubbing, strapping, gumming, chalking and ragging, ...	40
Samples and single pairs, per pair, \$0.03.	
Ironing velours, gun metal and box calf, per hour, \$0.30.	
Hour work, \$0.28.	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.— A 60-day notice was received from the employer.

LORING Q. WHITE COMPANY—BROCKTON.

A hearing on the joint application of Loring Q. White Company and employees in the bottoming room was given on November 10. The Board recommended further negotiations with a view to a mutual settlement, and suspended proceedings for that purpose. On the 16th the parties requested further time for negotiation, and on the 18th notice of settlement was received.

WILLIAMS-KNEELAND COMPANY—BROCKTON.

On November 11 the following decisions were rendered:—

In the matter of the joint applications for arbitration of controversies between Williams-Kneeland Company, shoe manufacturer of Braintree, and employees in its lasting department.

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Williams-Kneeland Company to employees in said department at Braintree for work as there performed:—

Assembling by machine:—

	Per 12 Pairs.
Regular goods, dull leather, ...	\$0 13
Patent leather, ...	13
Colored leather, ...	13
Enamel and Cordovan, ...	13
First quality, salmon tag, ...	13
Tacking on innersoles and trimming at heel, ...	03½

Pulling-over (Rex machine):—

	Per 12 Pairs.
Regular goods, dull leather, ...	\$0 12
Patent leather, ...	14
Colored leather, ...	14
Enamel and Cordovan, ...	12

First quality, salmon tag: prices awarded for the different leathers.

Lasting (Consolidated Hand-method machine): —		Per 12 Pairs.
Regular goods, dull leather, ...		\$0 23½
Colored goods, ...		26½
Enamel and Cordovan, ...		26½
Patent leather, ...		29½
First quality, salmon tag: prices awarded for the different leathers.		
Pounding heelseats by machine, ...		01½

Extras for complete lasting: —		Per Pair.
High shoes, 10 inches or over, ...		\$0 00½
Cushion innersoles, ...		01½

By agreement of the parties, this decision shall take effect as of date of June 15, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between Williams-Kneeland Company, shoe manufacturer of Braintree, and employees in its lasting department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Williams-Kneeland Company to employees in said department at Braintree for work as there performed: —

Lasting (Chase machine): —		Per Pair.
Regular goods, dull leather, ...		\$0 06¼
Colored leather, ...		06¾
Patent leather, ...		10
First quality, salmon tag: prices awarded for the different leathers.		
High shoes, 10 inches or over, extra, ...		00½
Cushion innersoles, extra, ...		01½
Putting in flat boxes, extra, ...		00½
Uncrimped Blucher (for complete lasting), extra, ...		00½

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — A 60-day notice, relative to certain items of the above decisions, was received from the employees on January 8, 1909.

REYNOLDS, DRAKE & GABELL, INC. — BROCKTON.

On November 19 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Reynolds, Drake & Gabell, Inc., shoe manufacturer, and employees in its lasting department at Brockton.

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Reynolds, Drake & Gabell, Inc., to employees in said department at Brockton for work as there performed: —

	Per 12 Pairs.	
	Assembling.	Pulling-over Machine.
Patent leather, ...	\$0 26	\$0 13
Other stocks, except as specified below, ...	22	12
Enamel, ...	24	13
Colored goods, ...	26	13

All assembling, including tacking innersoles, to be done as one operation (by agreement).

“Lasts and stock to be brought to lasters’ bench.” No change in condition of employment at date of submission.

Lasting up or down (by agreement), extra per pair, \$0.01.

“Lasters not to be responsible for seams pulled out of line by pulling machine.” No change in condition of employment at date of submission.

Operating Consolidated machine: —

	Per 12 Pairs.
Calf, kangaroo, box calf, black vici, velours and leathers of like nature, ...	\$0 19½
Colored goods, ...	22½
Cordovan or horsehide, ...	22½
Patent calf, patent colt and Patent Vici, ...	25½

	Per 12 Pairs.
Enamel, ...	\$0 22½
Patent chrome, side leather, ...	25½
Pounding heelseats by hand, ...	03
Pulling up ends of counters (by agreement), ...	04
Long-legged boots, 10 inches and over (for complete last- ing), extra per pair, \$0.00½.	
Benjamin paper covers, per pair, \$0.00¼.	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CUTTERS — NEWBURYPORT.

On November 23 notice of a strike of 40 cutters in the shoe factory known as Dodge Brothers' was received from His Honor William Besse, mayor of Newburyport, and the difficulty was immediately investigated. The Board offered its services to both parties; the offer was taken under consideration, and after several days accepted by the employees and declined by the employer. Nothing could be done to bring about a friendly conference. The difficulty finally became the subject of court proceedings, and before it passed from notice there was a history of street disturbances, arrests and injunctions.

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On November 23 the following decisions were rendered: —

In the matter of the joint applications for arbitration of controversies between W. & V. O. Kimball Company, shoe manufacturer, and edgese-tters in its employ at Haverhill.

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. & V. O. Kimball Company at Haverhill for edgsetting (regular work or English welt) as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and employees.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball Company to employees in its factory at Haverhill for work as there performed:—

Pulling-over machine:—										Per 12 Pairs.
Regular work,	.	.	.	.	.	.	.	.	.	\$0 05½
Patent leather,	.	.	.	.	.	.	.	.	.	05½
Plain toe,	.	.	.	.	.	.	.	.	.	05½
McKay stitching:—										
Plain toe, all around (by agreement),	.	.	.	.	.	.	.	.	.	06
Tip, all around,	.	.	.	.	.	.	.	.	.	07
Not around toe,	.	.	.	.	.	.	.	.	.	06

By the Board,

BERNARD F. SUPPLE, *Secretary*.

E. E. TAYLOR COMPANY — BROCKTON.

On November 23 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Doubling tips, ...	\$0 03½
Stitching labels, ...	07
Seaming vamps, California welt:—	
1 seam, ...	05½
2 seams, ...	11
Stitching Derby backstays, ...	20

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LORING Q. WHITE COMPANY — BROCKTON.

On November 24 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Loring Q. White Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Loring Q. White Company to employees in said department at Brockton for work as there performed:—

Stitching Blucher tongues, \$0.12 per 24 pairs.

Minimum price for table work, per day, \$1.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEONARD & BARROWS — MIDDLEBOROUGH.

On November 24 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Leonard & Barrows, shoe manufacturers of Middleborough, and employees in their finishing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Leonard & Barrows to employees in said department at Middleborough for work as there performed:—

	Per 24 Pairs.
Cutting shanks, ...	\$0 03
Gumming stained bottoms and top-pieces, ...	08½
Polishing stained foreparts, ...	07
Polishing stained bottoms, ...	12
Polishing stained bottoms and top-pieces, ...	13
Blacking shanks, top-pieces and heel-breasts, ...	06
Blacking bottoms, top-pieces and heel-breasts, ...	07½
Samples, one-quarter extra.	
Day work, \$2.75.	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GEORGE E. KEITH COMPANY — BROCKTON.

On November 24 the following decisions were rendered:—

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the vamping department in its Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards the following prices be paid by George E. Keith Company to employees in

said department in Factory No. 1 at Brockton for work as there performed:—

Vamping Blucher upon 2-needle machines:—	Per 12 Pairs.
With bar, ...	\$0 23
“Without bar,”.	20

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the vamping department in its Factories Nos. 2, 3 and 7.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by George E. Keith Company to employees in said department in Factories Nos. 2, 3 and 7 for work as there performed:—

Vamping Blucher upon 2-needle machines, “without bar,” excepting grade 6, \$0.20 per 12 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GEORGE E. KEITH COMPANY—BROCKTON.

On November 24 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the finishing department in its Factories Nos. 1, 2, 3 and 7.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company to employees in said department at Brockton for work as there performed:—

Sanding bottoms, waterproof soles, one paper:—

Per 12 Pairs.

Factories 1 and 7, no change.

Factory 3, ... \$0 06

Factory 2, excepting grade 6, ... 06

Factory 2, grade 6, ... 05

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice was received from the employer.

LORING Q. WHITE COMPANY — BROCKTON.

On December 1 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Loring Q. White Company, shoe manufacturer, and employees in its edgemarking department at Brockton.

· Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Loring Q. White Company to employees in said department at Brockton for work as there performed:—

Trimming edges, including knifing, \$0.20 per 12 pairs; setting edges, one setting, including blacking and brushing, no change.

The foregoing is applicable to a grade of shoe the price of which to the consumer does not exceed \$2.50.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—On December 21 a 60-day notice was received from the employees.

REYNOLDS, DRAKE & GABELL, INC. — BROCKTON.

On December 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Reynolds, Drake & Gabell, Inc., shoe manufacturer, and edgetrimmers employed in its factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Reynolds, Drake & Gabell, Inc., to said employees at Brockton for work as there performed: —

Edgetrimming: —

Per 12 Pairs.

Shoes, the price of which to consumer does not exceed \$3,	\$0 20
Shoes, the price of which to consumer exceeds \$3,	25

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE G. SNOW COMPANY — BROCKTON.

On December 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer, and employees in its sole-leather department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George G. Snow Company to employees in said department at Brockton for cutting, sorting and casing outsoles and cutting insoles as the work is there performed: —

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On December 3 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer, and employees in its cutting department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company to employees in said department at Brockton for work as there performed with Ideal Clicking machines:—

	Per Day of 9 Hours.
Outside or whole-shoe cutters, ...	\$3 50
Topping cutters, ...	3 00

By agreement of the parties, this decision shall take effect from the date the machines were utilized.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result.— A 60-day notice was received from the employer.

T. D. BARRY & CO. — BROCKTON.

On December 3 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between T. D. Barry & Co., shoe manufacturers, and employees in their cutting department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing prices be paid by T. D. Barry & Co. to employees in said department at Brockton for work as there performed with the Ideal Clicking machine:—

	Per Day of 9 Hours.
Outside or whole-shoe cutters, ...	\$3 50
Topping cutters, ...	3 00

By agreement of the parties, this decision shall take effect as of date of May 18, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice was received from the employers.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On December 18 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Holding O. B. stays, ...	\$0 03
Stitching diamond Blucher foxings, 2-needle machine, ...	23

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result.—On December 31 a 60-day notice was received from the employees.

**WEBER BROTHERS SHOE COMPANY — NORTH
ADAMS.**

On December 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Weber Brothers Shoe Company of North Adams and employees in its treeing department.

Having considered said application, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Weber Brothers Shoe Company to employees in said department at North Adams for work as there performed: —

	Per 12 Pairs.
Calf and Cordovan, ...	\$0 30
Patent leather and enamel, all kinds, cleaned, ...	30
Patent leather and enamel, all kinds, cleaned and ironed all over, ...	37½
Vici kid, black and tan, dressed one coat and ironed (any top but patent), ...	25
Kangaroo and glazed kangaroo, ...	15
Box calf, kangaroo calf, black oil grain and all leathers of similar nature, ...	15
Russia calf, cleaned and polished, ...	27½
Velours calf and gun-metal calf, ...	20
Single pairs and samples, by the hour.	
Tan oil grain, regular cut, ...	25
Tan oil grain, 10 inches high and over, ...	25
Tops that have to be ironed, ...	05
Hour work, \$0.25.	

By agreement of the parties, this decision shall take effect as of date of December 1, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

FIELD-LUMBERT COMPANY — BROCKTON.

On December 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Field-Lumbert Company, shoe manufacturer, and employees in its cutting department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Field-Lumbert Company to employees in said department at Brockton for work as there performed: —

CUTTING BY HAND.

		Per 24 Pairs.
Bal. shoe: —		
Vamps, ...	\$0 38	
Tops, ...	24	
Tips, ...	06	
		\$0 68
Blucher shoe: —		
Vamps, ...	\$0 38	
Tops, ...	28	
Tips, ...	06	
		72
Blucher bal. shoe: —		
Vamps, ...	\$0 42	
Tops, ...	32	
Tips, ...	06	
		80
No. 3 foxed Blucher shoe: —		
Vamps, ...	\$0 38	
Tops, ...	24	
Foxings, ...	22	
Tips, ...	06	
		90
No. 2 foxed Blucher shoe: —		
Vamps, ...	\$0 38	
Tops, ...	26	
Foxings, ...	20	
Tips, ...	06	
		90

Per 24 Pairs.

Button shoe:—

Vamps,	.	.	.	.	.	.	.	\$0	38
Tops,	.	.	.	.	.	.	.		26
Flies,	.	.	.	.	.	.	.		07
Tips,	.	.	.	.	.	.	.		06

 \$0 77

Congress shoe:—

Vamps,	.	.	.	.	.	.	.	\$0	38
Fronts,	.	.	.	.	.	.	.		14
Tips,	.	.	.	.	.	.	.		06
Backs,	.	.	.	.	.	.	.		12

 70

Kangaretta, imitation gun metal, imitation mat calf, all being smooth leathers without any grain, 10 per cent. less.

All jobs containing samples, price and one-half.

Box calf, 10 per cent. extra.

Colored shoes, 10 per cent. extra.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

M. A. PACKARD COMPANY, STITCHERS—BROCKTON.

On December 18 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and employees in the stitching department of its Factory No. 1 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed; which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by M. A. Packard Company in said department of its Factory No. 1 at Brockton for stitching tips on 2-needle Singer machines as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On December 18 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and employees in the stitching department of its Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by W. L. Douglas Shoe Company to employees in said department of Factory No. 2 at Brockton for work as there performed:—

Blucher eyeleting, Peerless gang machine, \$0.03 per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

BOOKBINDERS — NORWOOD.

The strike of 1907 in bookbinderries of Boston, Cambridge and Norwood involved about 200 people in Norwood, where it lingered longest. On December 24, 1908, announcement was made by the Norwood Press Company and Herbert M. Plimpton & Co. of Norwood to all employed that a change from 54 to 48 hours a week without reduction in pay would go into effect on January 1, 1909.

LEWIS A. CROSSETT, INC. — ABINGTON.

On January 14, 1909, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and lasters in its employ.

In pursuance of a contract between these parties, two controversies, relative to prices and conditions of work performed with the Chase and the Consolidated machines, were brought to this Board in 1907 and determined on December 24 of that year. Under the law, the decisions of this Board remain in force for six months, and according to the terms of the contract between these parties they continue in force until changed by agreement or by arbitration. The following statement, taken from the joint applications, appears in each of the awards then rendered: —

Lasters not to be responsible for shoes after leaving lasting department unless the fault was such as could not be discovered by inspection while on the last.

The present controversy, which is brought to the Board in pursuance of the same contract, relates to said statement. The employer affirms that he joined in submitting this matter in 1907 at the request of the employees, but with a notation of his objection thereto, and that he conformed to the award; but he now contends that the contract, which contemplates prices and such conditions of labor as affect earnings, never obliged him to submit the responsibility of lasters as a question to be determined by arbitration.

The question before the Board under the present application is, whether the matter of the statement quoted above from the awards of December 24, 1907, and from the joint applications to which said awards relate, is now a matter of factory regulation, such as an employer may make or alter of his own motion, or a matter affecting earnings, which is subject to joint adjustment under the contract.

Having considered said application and heard the parties by their duly authorized representatives and investigated the matter of the

controversy, the Board decides that the statement in question involves the establishment of a rule which is within the right of the employer to continue or discontinue at his pleasure.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On January 14, 1909, the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its lasting department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change from the price paid for regular work for operating on last No. 93.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

P. J. HARNEY SHOE COMPANY — LYNN.

On January 14, 1909, the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between P. J. Harney Shoe Company of Lynn and employees in its lasting department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing prices be paid by P. J. Harney Shoe Company to employees in said department at Lynn for work as there performed:—

	IDEAL MACHINES.		Per Pair.	
			Pulling-over.	Operating.
Lasting shoes the price of which to the trade exceeds \$2:—				
Kid, ...	\$0	05¼	\$0	01¾
Box and other calf, ...		05½		02
Patent, ...		06		02¼

Lasting shoes the price of which to the trade is \$2 or less:—

Kid, ...	\$0	04¾	\$0	01½
Box and other calf, ...		05		01¾
Patent, ...		05½		02

By the Board,
BERNARD F. SUPPLE, *Secretary*.

Result.—A 60-day notice was received from the employees.

J. H. WINCHELL & CO., INC.—HAVERHILL.

On January 21, 1909, the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in its lasting department at Haverhill.

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that price and one-half be paid by J. H. Winchell & Co., Inc., at Haverhill, for samples as done upon the Consolidated Hand-method machine.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

LUKE W. REYNOLDS — BROCKTON.

On January 21, 1909, the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Luke W. Reynolds, shoe manufacturer, and employees in his factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Luke W. Reynolds to employees in his factory at Brockton for work as there performed:—

Assorting, including sizing out and wetting when necessary; cementing channels by Stanbon machine; laying channels by machine; leveling by Giant machine, \$0.10 per 24 pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On January 21, 1909, the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and employees in the lasting department of Factory No. 1 at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be

no change in the prices paid by Lewis A. Crossett, Inc., for lasting upon the Consolidated machine in Factory No. 1 at Abington.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — A 60-day notice was received from the employees.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On January 21, 1909, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in its jointing department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed: —

Jointing, \$0.07 per 12 pairs.

By agreement of the parties, this decision shall take effect as of date of November 14, 1908.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — Sixty-day notices were received from both parties.

LEWIS A. CROSSETT, INC. — ABINGTON.

On February 2, 1909, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and employees in the lasting department of Factory No. 1 at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Lewis A. Crossett, Inc., for lasting upon the Chase machine in Factory No. 1 at Abington.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result. — A 60-day notice was received from the employees.

WHITMAN & KEITH COMPANY — BROCKTON.

On February 2, 1909, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Whitman & Keith Company, shoe manufacturer, and heel-builders in its factory at Brockton.

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that there be no change in the prices paid by Whitman & Keith Company at Brockton for building heels from the height of five-eighths to six-eighths, seven-eighths or eight-eighths.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE G. SNOW COMPANY — BROCKTON.

On February 4, 1909, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George G. Snow Company, shoe manufacturer, and employees in its stitching department at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to employees in said department at Brockton for work as there performed: —

Seaming tops: —	Per 24 Pairs.
Whole-quarter Blucher, ...	\$0 06
Whole-quarter Blucher if quarter rows are matched, ...	06
Panel Blucher, ...	07
Perforated Oxford, ...	05

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On February 4, 1909, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and employees in the stitching department of its Factory No. 1 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing prices be paid by George E. Keith Company to employees in said department of Factory No. 1 at Brockton for work as there performed:—

		Per 12 Pairs.
Undertrimming:—		
Blucher, \$5 grade of shoes,		\$0 10
Blucher bal., \$5 grade of shoes,		10
Blucher button, all grades of shoes,		12

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
RICHARD P. BARRY,
CHARLES DANA PALMER,
State Board of Conciliation and Arbitration.

BOSTON, February 20, 1909.

LAW.

MASSACHUSETTS STATE BOARD OF CONCILIATION AND ARBITRATION.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of statutes went into effect December 31, 1901.

Chapter 106, Revised Laws, as amended by St. 1902, chapter 446, and St. 1904, chapters 313 and 399, provides for the conciliation and arbitration of labor disputes as follows: —

STATE BOARD OF CONCILIATION AND ARBITRATION.

SECTION 1. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor, and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office, be sworn to the faithful

performance thereof, and shall receive a salary at the rate of twenty-five hundred dollars a year and his necessary travelling and other expenses, which shall be paid by the commonwealth. The board shall choose from its members a chairman, and may appoint and remove a secretary of the board and may allow him a salary of not more than fifteen hundred dollars a year. The board shall from time to time establish such rules of procedure, as shall be approved by the governor and council, and shall annually, on or before the first day of February, make a report to the general court.

DUTIES AND POWERS.

SECTION 2. If it appears to the mayor of a city or to the selectmen of a town that a strike or lock-out described in this section is seriously threatened or actually occurs, he or they shall at once notify the state board; and such notification may be given by the employer or by the employees concerned in the strike or lock-out. If, when the state board has knowledge that a strike or lock-out, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lock-out, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lock-out has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. Said board shall, upon the request of the governor, investigate and report upon a controversy if in his opinion it seriously affects, or threatens seriously to affect, the public welfare. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the following four sections.

SECTION 3. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same gen-

eral line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, and may, with the consent of the governor, conduct such inquiry beyond the limits of the commonwealth. The board shall hear all persons interested who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof shall, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

SECTION 4. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized so to do; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the existing controversy and a promise to continue in business or at work without any lock-out or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 5. In all controversies between an employer and his em-

ployees in which application is made under the provisions of the preceding section, each party may, in writing, nominate fit persons to act in the case as expert assistants to the board and the board may appoint one from among the persons so nominated by each party. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary travelling expenses. The board may appoint such other additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 6. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists, and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six.

LOCAL BOARDS OF CONCILIATION AND ARBITRATION.

SECTION 7. The parties to any controversy described in section three may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall, relative to the matters referred to it, have and exercise all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

INDEX.

	PAGE
Appleton Mills, Lowell, ...	37
Baer & Son, C., Springfield, ...	64
Barnet, Morris H., Springfield, ...	64
Barry & Co., T. D., Brockton:	
Cutters, ...	103
Finishers, ...	26
Stitchers, etc., ...	32, 46, 46, 75
Bates Company, A. J., Webster:	
Lasting, making, stitching, ...	58
Bigelow Carpet Company, Lowell, ...	17
Bookbinders, Norwood, ...	108
Brockton Co-operative Boot & Shoe Company:	
Stitchers, ...	32
Brown, A. C., Gloucester, ...	56
Cass & Daley, Salem:	
Cutters, ...	85
Churchill & Alden Company, Brockton:	
Finishers, ...	77
Jointers, ...	113
Lasters, ...	110
Stitchers, ...	25, 61, 61, 62, 88, 104
Vampers, ...	50
Coal Dealers, Brockton:	
Teamsters, ...	37
Condon Brothers & Co., Brockton:	
Finishing, ...	26
Stitching, ...	30
Crossett, Inc., Lewis A., Abington:	
Finishers, ...	74
Goodyear stitchers, ...	25
Goodyear welters, ...	51
Inseam-trimmers, ...	24
Lasters, ...	109, 112, 114
Stitchers, ...	29
Cutters, Newburyport, ...	96
Donovan & Co., D. A., Lynn:	
Cutters, ...	86
Douglas Shoe Company, W. L., Brockton:	
Bottomers, ...	71
Contract, ...	35
Cutters, ...	66

Douglas Shoe Company, W. L., Brockton — <i>Concluded.</i>		PAGE
Edgemakers, ...		72
Finishers, ...		73
Heelers, ...		72
Lasters, ...		70
Lifting-cutters, ...		29
Sole-fasteners, ...		70
Sole-leather workers, ...		43
Stamp, ...		80
Stitchers, ...	35, 49, 49, 67,	108
Treers, ...		73
Vampers, ...		69
Eaton Company, Charles A., Brockton:		
Goodyear stitchers, ...		65
Lasters, ...		84
Vampers, ...		50
Field Lumbert Company, Brockton:		
Cutters, ...		106
Vampers, ...		91
Framingham Shoe Company, Framingham,		
Granite Cutters, Boston, ...		22
Granite Cutters, Milford, ...		41
Granite Cutters, Milford, ...		39
Granite Cutters, Quincy, ...		40
Hackdrivers, Pittsfield, ...		54
Harney Shoe Company, P. J., Lynn:		
Lasters, ...		110
Howard & Foster Company, Brockton:		
Inseam-trimmers, etc., ...		28
Keith Company, George E., Brockton:		
Finishers, ...	44, 54,	100
Stitchers, ...	53, 53	
Tablework, ...		43
Undertrimmers, ...		115
Vampers, ...	33, 34, 99,	100
Keith Company, George E., Middleborough:		
Edgemakers, ...		63
Kimball Company, W. & V. O., Haverhill:		
Bottom wheelers, ...		87
Edgesetters, ...		96
Lasters, McKay stitchers, ...		97
Lasters, general strike of, Lynn, ...		78
Leonard & Barrows, Middleborough:		
Finishers, ...		99
Stitchers, ...		66
Long Shoe Manufacturing Company, R. H., Framingham:		
Welters, stitchers, etc., ...		21
Framingham Shoe Company, Framingham, ...		22
Marshall & Co., C. S., Brockton:		
Goodyear welters, ...		28
Stitchers, ...	62, 90	

INDEX.

127

	PAGE
Merrimack Woolen Mills, Dracut, ...	21
O'Donnell & Co., J. M., Brockton:	
Finishers, ...	27
Packard Company, M. A., Brockton:	
Stitchers, ...	45, 51, 107
Painters and decorators, Springfield, ...	41
Pittsfield Street Railway, Pittsfield, ...	55
Prouty & Co., Isaac, Spencer, ...	48
Reynolds, Drake & Gabell, Inc., Brockton:	
Edgemakers, ...	102
Lasters, ...	95
Stitchers, ...	57
Reynolds, Luke W., Brockton:	
Leveling, etc., ...	112
Snow Company, George G., Brockton:	
Finishers, ...	44, 91
Sole fasteners, ...	65
Sole-leather workers, ...	102
Stitchers, ...	45, 52, 76, 115
Treers, ...	59
Taylor Company, E. E., Brockton:	
Cutters, ...	103
Stitchers, ...	30, 89, 89, 97
Transatlantic S. S. Lines, Members of Boston Conference:	
Tally clerks, ...	39
Walton & Logan Company, Chelsea, ...	79
Weber Brothers Shoe Company, North Adams:	
Treers, ...	105
Westfield Cigar Company, Springfield, ...	64
White Company, Loring Q., Brockton, ...	60
White Company, Loring Q., Brockton:	
Bottomers, ...	93
Edgemakers, ...	101
Heelers, ...	80
Solefasteners, ...	88
Stitchers, ...	31, 47, 98
Treers, ...	92
Whitman & Keith Company, Brockton:	
Heelbuilders, ...	83, 114
Williams Kneeland Company, Braintree:	
Bottomers, ...	85
Lasters, ...	93, 94
Winchell & Co., Inc., J. H., Haverhill:	
Cutters (agreement), ...	79
Lasters, ...	111
Skinners, beaters out, treers, edgemakers, ...	87
Treers, ...	86
Witham, Warren W., Gloucester, ...	56

